



Cochise County Board of Supervisors

Public Programs...Personal Service
www.cochise.az.gov

RICHARD R. SEARLE
Chairman
District 3

PATRICK G. CALL
Vice-Chairman
District 1

ANN ENGLISH
Supervisor
District 2

JAMES E. VLAHOVICH
County Administrator

EDWARD T. GILLIGAN
Deputy County Administrator

ARLETHE G. RIOS
Clerk of the Board

AGENDA FOR REGULAR BOARD MEETING

Tuesday, March 22, 2016 at 10:00 AM

BOARD OF SUPERVISORS HEARING ROOM
1415 MELODY LANE, BUILDING G, BISBEE, AZ 85603

ANY ITEM ON THIS AGENDA IS OPEN FOR DISCUSSION AND POSSIBLE ACTION

PLEDGE OF ALLEGIANCE

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING

ROLL CALL

Members of the Cochise County Board of Supervisors will attend either in person or by telephone, video or internet conferencing.

Note that some attachments may be updated after the agenda is published. This means that some presentation materials displayed at the Board meeting may differ slightly from the attached version.

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of March 8, 2016.
2. Approve a proclamation to proclaim April 5, 2016 as "National Service Day" in Cochise County.
3. Approve a proclamation to proclaim April 2016 as National County Government Month - "Safe and Secure Counties" in support of counties taking pride in our responsibility to protect and enhance the health, well-being and safety of our residents in efficient and cost-effective ways.
4. Approve a letter to Senator Griffin, Representative Gowan, and Representative Stevens asking for support of the mission of the Eastern Arizona Counties Organization (ECO).

Community Development

5. Adopt Resolution 16-10 to amend the Context Sensitive Road portion of the Road Design and Construction Standards and Specifications, as described therein.

6. Approve the award of Invitation for Bids No. IFB 16-02-HFP-04 for emulsified asphalt for the Community Development Department, Highway and Floodplain Division to Western Emulsions, Inc. in the not to exceed amount of \$2,000,000 for the period of April 1, 2016 through March 31, 2017 with the option to extend the contract up to four additional years in one year increments.

County Attorney

7. Approve the proposed tax appeal settlement in Chambers/Wakeman v. Cochise County, ST2015-000588, now pending in the Arizona Tax Court, a division of the Superior Court of Arizona in Maricopa County.
8. Approve the proposed tax appeal settlement in Milosevich v. Cochise County, ST2015-000032, now pending in the Arizona Tax Court, a division of the Superior Court of Arizona in Maricopa County.

County Sheriff

9. Accept a donation in the amount of \$130,287.65 from the Howard G. Buffet Foundation for the purchase of two 2016 Chevrolet Tahoes for the Sheriff's Assist Team and one 2016 Chevrolet Tahoe for the Sheriff's Search and Rescue Unit.

Court Administration

10. Approve reappointments of Justice Court Precinct Five Pro Tempore, Leslie Sansone and county-wide Justices of the Peace Pro Tempore Gerald F. Till, Paul Julien, C.J. Garan, Pamela Housh, William Lakosil, David Howe and Ron Zack for emergency or temporary coverage, both pursuant to ARS 22-121; and approve authorization to call upon an appropriately-appointed Justice of the Peace Pro Tempore from another county in extenuating circumstances pursuant to ARS 22-122 for the period beginning July 1, 2016 to and including June 30, 2017.

Finance

11. Approve demands and budget amendments for operating transfers.

Health & Social Services

12. Approve the Inter-Agency Subcontract Agreement 16-28-HEA-03 between Cochise Health & Social Services (CHSS) and Child and Family Resources, Inc. (CFR), for the Maternal Infant and Childhood Home Visiting Program (MIECHV), for the period 4/1/2016 - 9/30/2016 in the not to exceed amount of \$7,850.
13. Approve an award from First Things First in the amount of \$2,000 to Cochise Health & Social Services on behalf of the Cochise Strong Families Home Visiting Collaboration (CSFC) to buy books for CSFC "March Into Books" events.

Human Resources

14. Approve the appointments of Eugene Sanders, Jennifer Ryan, Ludwig Kuttner, and Ana Urquijo to the Cochise County Merit Commission for four year terms from March 22, 2016 to March 22, 2020.

PUBLIC HEARINGS

Board of Supervisors

15. Approve a new liquor license application for a Series #10 (Beer & Wine) liquor license submitted by Mr. Randy Nations for Sunmart 605, located at 2521 W Business I-10 in San Simon, AZ 85632
16. Adopt Resolution 16-09 granting an Electric Services franchise to Arizona Power Electric Cooperative, Inc.

ACTION

Board of Supervisors

17. Approve an additional funding of \$30,000 to support wolf and jaguar litigation and efforts to research the Mexican Gray Wolf.

Community Development

18. Approve an Intergovernmental Agreement with the City of Tombstone regarding maintenance of Charleston Road and Monument Road effective March 22, 2016 through March 22, 2021.
19. Approve Grant Agreement P16006, authorizing the department to receive funds from Arizona Game and Fish Heritage Grant to acquire Geronimo Trail across Arizona State Trust Land.

STATE & FEDERAL LEGISLATION

20. Discussion and possible action regarding state and federal legislative matters, including but not limited to the items in the attached County Supervisors Association Legislative Policy Committee Agenda and the proposed State budget.

CALL TO THE PUBLIC

This is the time for the public to comment. Members of the Board may not discuss items that are not specifically identified on the agenda.

REPORT BY JAMES E. VLAHOVICH COUNTY ADMINISTRATOR -- RECENT AND PENDING COUNTY MATTERS

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Report by District 2 Supervisor, Ann English

Report by District 3 Supervisor, Richard Searle

Pursuant to the Americans with Disabilities Act (ADA), Cochise County does not, by reason of a disability, exclude from participation in or deny benefits or services, programs or activities or discriminate against any qualified person with a disability. Inquiries regarding compliance with ADA provisions, accessibility or accommodations can be directed to Chris Mullinax, Safety/Loss Control Analyst at (520) 432-9720, FAX (520) 432-9716, TDD (520) 432-8360, 1415 Melody Lane, Building F, Bisbee, Arizona 85603.

Cochise County Board of Supervisors
1415 Melody Lane, Building G Bisbee, Arizona 85603
520-432-9200 520-432-5016 fax board@cochise.az.gov

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 03/22/2016

Minutes

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

Source of Mandate
or Basis for Support?:

Information

Agenda Item Text:

Approve the Minutes of the regular meeting of the Board of Supervisors of March 8, 2016.

Background:

Minutes

Department's Next Steps (if approved):

Signed minutes routed for processing and posted on the internet.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

Scan to OnBase and File.

Budget Information

*Information about available funds*Budgeted: ☐Funds Available: ☐

Amount Available:

Unbudgeted: ☐Funds NOT Available: ☐Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting**Board of Supervisors****Meeting Date:** 03/22/2016

National Service Day Proclamation

Submitted By: Arlethe Rios, Board of Supervisors**Department:** Board of Supervisors**Presentation:** No A/V Presentation **Recommendation:** Approve**Document Signatures:** BOS Signature Required **# of ORIGINALS Submitted for Signature:** 2**NAME of PRESENTER:** n/a **TITLE of PRESENTER:** n/a**Docket Number (If applicable):****Mandated Function?:** Not Mandated **Source of Mandate or Basis for Support?:****Information****Agenda Item Text:**

Approve a proclamation to proclaim April 5, 2016 as "National Service Day" in Cochise County.

Background:

County officials across the nation will participate in a national day of recognition on April 5, 2016, to highlight the impact of AmeriCorps and Senior Corps in their communities and thank individuals who serve.

The [County Day of Recognition for National Service](#) is designed to spotlight the impact of national service programs, thank those who serve, and encourage citizens to give back to their communities. The initiative, part of [National County Government Month](#), is being led by the National Association of Counties (NACo) and the Corporation for National and Community Service (CNCS).

"Every day, AmeriCorps members and Senior Corps volunteers are making a powerful difference in counties across the country," said NACo Executive Director Matthew Chase. "Whether tutoring students, restoring parks, strengthening public safety, or supporting veterans and seniors, these dedicated citizens help to improve residents' quality of life. We are pleased to support the County Day of Recognition for National Service and encourage county officials to participate in this initiative."

"County leaders work hard every day to get things done and respond to the needs of their constituents," said Wendy Spencer, CEO of the Corporation for National and Community Service. "They know first-hand the value of national service. We are pleased to partner with county leaders to recognize the impact of national service and work to strengthen service efforts in their counties."

Last year, a bipartisan group of 1,760 mayors and county leaders from all 50 states and the District of Columbia, Guam, and Puerto Rico participated in the second-annual Mayors Day of Recognition for National Service. These leaders represent more than 110 million people, or one-third of all Americans.

As the federal agency for service and volunteering, CNCS annually engages more than 5 million citizens in service at 60,000 sites across the country through AmeriCorps, Senior Corps, and other programs.

CNCS leverages federal and private funds to support organizations that achieve measurable results where the need is greatest. Whether supporting food banks and homeless shelters, restoring parks, building homes, providing health services, strengthening public safety and juvenile justice services, tutoring and mentoring students, and managing community volunteers, national service members help county executives tackle tough problems.

Across the nation, county leaders and mayors will participate in a variety of activities, including visiting national service programs, hosting roundtables, issuing proclamations, and communicating about national service through social media. By shining the spotlight on the impact of service and thanking those who serve, local officials hope to inspire more residents to get involved in their communities.

For more information on the County Day of Recognition for National Service, visit www.nationalservice.gov/countiesforservice

Department's Next Steps (if approved):

Submit the proclamation to the Board.

Impact of NOT Approving/Alternatives:

None

To BOS Staff: Document Disposition/Follow-Up:

If approved, please send the signed original via email to:

Neill Minish

Arizona Program Officer

Corporation for National and Community Service

O: 602-514-7223

F: 602-379-4030

nminish@cns.gov

Attachments

Proclamation



Cochise County Board of Supervisors

Public Programs...Personal Service
www.cochise.az.gov

RICHARD R. SEARLE
Chairman
District 3

PATRICK G. CALL
Vice-Chairman
District 1

ANN ENGLISH
Supervisor
District 2

JAMES E. VLAHOVICH
County Administrator

EDWARD T. GILLIGAN
Deputy County Administrator

ARLETHE G. RIOS
Clerk of the Board

PROCLAMATION

National Service Day
April 5, 2017

WHEREAS, service to others is a hallmark of the American character, and central to how we meet our challenges; and

WHEREAS, the nation's counties are increasingly turning to national service and volunteerism as a cost-effective strategy to meet their needs; and

WHEREAS, AmeriCorps and Senior Corps participants address the most pressing challenges facing our communities, from educating students for the jobs of the 21st century and supporting veterans and military families to providing health services and helping communities recover from natural disasters; and

WHEREAS, national service expands economic opportunity by creating more sustainable, resilient communities and providing education, career skills, and leadership abilities for those who serve; and

WHEREAS, AmeriCorps and Senior Corps participants serve in more than 60,000 locations across the country, bolstering the civic, neighborhood, and faith-based organizations that are so vital to our economic and social well-being; and

WHEREAS, national service participants increase the impact of the organizations they serve, both through their direct service and by managing millions of additional volunteers; and

WHEREAS, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and

WHEREAS, national service participants demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and

WHEREAS, the Corporation for National and Community Service shares a priority with county officials and mayors nationwide to engage citizens, improve lives, and strengthen communities; and is joining with the National League of Cities, National Association of Counties, Cities of Service, and mayors and county officials across the country for the Mayor and County Recognition Day for National Service on April 5, 2016.

THEREFORE, BE IT RESOLVED that We, the Cochise County Board of Supervisors, do hereby proclaim April 5, 2016, as National Service Recognition Day, and encourage residents to recognize the positive impact of national service in our county; to thank those who serve; and to find ways to give back to their communities.

Richard R. Searle, Chairman

Patrick G. Call, Vice-Chairman

Ann English, Supervisor

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 03/22/2016

Proclamation - National County Government Month

Submitted By: Kim Lemons, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME na

TITLE na

of PRESENTER:

of PRESENTER:

Mandated Function?:

Source of Mandate
or Basis for Support?:

Information

Agenda Item Text:

Approve a proclamation to proclaim April 2016 as National County Government Month - "Safe and Secure Counties" in support of counties taking pride in our responsibility to protect and enhance the health, well-being and safety of our residents in efficient and cost-effective ways.

Background:

National County Government Month — held each April — is an annual celebration of county government. Since 1991, the National Association of Counties has encouraged counties to actively promote the services and programs they offer. Counties can schedule activities any time during the month. NCGM is an excellent opportunity for Cochise County to highlight effective county programs and raise public awareness and understanding about the various services provided to the community. This year's theme is " Safe and Secure Counties"

Department's Next Steps (if approved):

Proclamation signed and filed in the Clerk of the Board office

Impact of NOT Approving/Alternatives:

N/A

To BOS Staff: Document Disposition/Follow-Up:

NCGM will not be recognized by the Board of Supervisors

Budget Information

Information about available funds

Budgeted: ☐Funds Available: ☐

Amount Available:

Unbudgeted: ☐Funds NOT Available: ☐Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Governor's Proclamation

Cochise County Proclamation

GOVERNOR DOUGLAS A. DUCEY

STATE OF ARIZONA

PROCLAMATION

WHEREAS, counties play an essential role in keeping Arizona's communities safe and secure by preserving public health and well-being, ensuring public safety, and promoting local economies and resiliency; and
WHEREAS, counties take seriously their leadership role in protecting and enhancing the health, welfare and safety of citizens in its community and provide the tools to deliver more effective and higher quality services while containing costs with the efficient use of local tax dollars, with the goal to strengthen Arizona's economies; and
WHEREAS, in order to remain healthy, vibrant, safe, and economically competitive, counties provide public health, justice, emergency management, and economic services that play a key role in every aspect from residents' daily health to disaster response; and
WHEREAS, there are 15 counties in the State of Arizona collectively responsible for and serving the needs of every resident of the State; and
WHEREAS, Arizona counties reflect the wide diversity of people, culture, and landscape in our State; and
WHEREAS, in recognition of the leadership, innovation and valuable service provided by the State's counties.
NOW, THEREFORE, I, Douglas A. Ducey, Governor of the State of Arizona, do hereby proclaim April 2016 as

COUNTY GOVERNMENT MONTH

in recognition of the leadership, innovation and invaluable service provided by all Arizona counties.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Arizona



Douglas A. Ducey
GOVERNOR

DONE at the Capitol in Phoenix on this seventeenth day of February in the year Two Thousand and Sixteen and of the Independence of the United States of America the Two Hundred and Fortieth.

ATTEST:

Michelle Reagan

SECRETARY OF STATE



Cochise County Board of Supervisors

Public Programs...Personal Service
www.cochise.az.gov

RICHARD R. SEARLE
Chairman
District 3

PATRICK G. CALL
Vice-Chairman
District 1

ANN ENGLISH
Supervisor
District 2

JAMES E. VLAHOVICH
County Administrator

EDWARD T. GILLIGAN
Deputy County Administrator

ARLETHE G. RIOS
Clerk of the Board

PROCLAMATION

National County Government Month
April 2016
“Safe and Secure Counties”

WHEREAS, the nation’s 3,069 counties serving more than 300 million Americans provide essential services to create healthy, safe, vibrant and economically resilient communities; and

WHEREAS, Cochise County and all counties take pride in our responsibility to protect and enhance the health, well-being and safety of our residents in efficient and cost-effective ways; and

WHEREAS, through National Association of Counties (NACo) President Sallie Clark’s “Safe and Secure Counties” initiative, NACo is encouraging counties to focus on strengthening the safety and security of their communities; and

WHEREAS, in order to remain healthy, vibrant, safe, and economically competitive, America’s counties provide public health, justice, emergency management and economic services that play a key role in everything from residents’ daily health to disaster response; and

WHEREAS, each year since 1991 the National Association of Counties has encouraged counties across the country.

NOW, THEREFORE, BE IT RESOLVED THAT WE, the Cochise County Board of Supervisors do hereby proclaim April 2016 as National County Government Month and encourage all county officials, employees, schools and residents to participate in county government celebration activities.

APPROVED AND ADOPTED this 22nd day of March 2016.

Richard R. Searle, Chairman

Patrick G. Call, Vice-Chairman

Ann English, Supervisor

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 03/22/2016

Letter to Senators/Representative ECO Concerns

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

Source of Mandate
or Basis for Support?:

Information

Agenda Item Text:

Approve a letter to Senator Griffin, Representative Gowan, and Representative Stevens asking for support of the mission of the Eastern Arizona Counties Organization (ECO).

Background:

A request from the County Supervisors Association to communicate with our legislators asking for support of the mission of the Eastern Arizona Counties Organization.

Department's Next Steps (if approved):

Send the letter to Senator Griffin, Representative Gowan and Stevens.

Impact of NOT Approving/Alternatives:

The legislators will not know the county's request of support for the ECO.

To BOS Staff: Document Disposition/Follow-Up:

Mail letters.

Budget Information

Information about available funds

Budgeted: ☐Funds Available: ☐

Amount Available:

Unbudgeted: ☐Funds NOT Available: ☐Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

ECO Executive Summary 2015

Gowan Letter

Griffin Letter



Executive Summary 2015

Fiscal year 2015, from July 1, 2014 to June 30, 2015, was extremely productive for the Eastern Arizona Counties Organization (ECO), with game-changing, tangible organizational accomplishments that transcend the administrative production of paper output toward the production of practical, high-impact, on-the-ground outcomes.

Simply put, ECO is getting results that have a real-life impact on the people of Arizona. For example, getting the 4FRI NEPA analysis finalized without conflict means that restoration logging can proceed on the ground and jobs can be created; containing the unlimited expansion of the Mexican Wolf means that ranching jobs and way of life are protected; or, expanding forest restoration treatments in the Salt River watershed means that water will continue to flow to metro Arizona.

Key results that the Eastern Arizona Counties Organization is proud to report for fiscal year 2015 are listed here under for each program that ECO committed to implement in FY 2015 in its Plan for Receipt and Expenditure of Monies for Fiscal Year 2015.

Program 1: Forest Restoration - Succession to the White Mountain Stewardship Contract

On September 18, 2014, ECO signed a new Stewardship Agreement with the U.S. Forest Service Southwestern Region and initiated a post White Mountain Stewardship Agreement mechanism to continue forest restoration in the White Mountains and continue supplying the White Mountains wood industry independently from the 4FRI contract.

Under the new Stewardship Agreement, ECO already awarded an 856 acre contract. Up to 3,000 additional acres may be awarded in FY 2016.

To further insure landscape scale treatments and provide long term supply to the industry, ECO is currently working with the Forest Service on a new 130,000 acres project, the Black River Stewardship Agreement project.

In addition, ECO was instrumental in securing the engagement of the Arizona Delegation to the U.S. Congress to provide adequate funding to the Apache/Sitgreaves National Forests (A/S) to accelerate the NEPA analysis of "Bridge the Gap" projects to replace 56,000 acres of NEPA-ready restoration treatments 'lost' in the Wallow Fire.

The "Bridge the Gap" program is designed to insure the timely release by the A/S to the White Mountains industry over the coming 5 years of approximately 86,000 acres of Ponderosa Pine mechanical thinning treatments in the Larson, Walnut, Timber Mesa Vernon, Upper Rocky Arroyo, and Escudilla East Projects, in a series of Stewardship Agreements, Stewardship Contracts and Timber Sales

simultaneously offered in all relevant Districts (Black Mesa, Lakeside, Springerville, Alpine) so as to create the conditions for a rational management of the woody material supply line to the various industries that fund restoration projects implementation.

ECO is the driving force behind the continuation of forest restoration and the sustainability of the wood industry in the White Mountains.

Program 1: Forest Restoration - Four Forest Restoration Initiative (4FRI)

On April 17, 2015 the Supervisors of the Coconino and Kaibab national forests signed the 4FRI 1st Environmental Impact Statement (EIS) Record of Decision (ROD), bringing to closure the largest Forest Restoration EIS in the nation, following a successful process of social consensus building and conflict resolution led in great part by ECO.

At the request of ECO, and with the constant participation of ECO's elected officials in monthly meetings, and ECO staff in off-line work sessions, the Governor's office hosted, and ECO conducted, a year-long process of resolution of the 4FRI NEPA planning conflicts. The process developed a resolution for 70,000 conflictual acres and produced a viable Final EIS and Record of Decision. This critical step creates the conditions for significant investments in the wood industry of the Mogollon Rim and the accelerated implementation of thinning treatments on up to 50,000 acres annually.

The 4FRI Record of Decision includes approximately 430,000 acres of restoration thinning and the old growth protection and large trees retention that ECO identified as early as 2007 as critical ecological and social conditions for the success of 4FRI. This is a clear win for ECO and for Arizona.

In addition, ECO led the creation with the Forest Service 4FRI Team of a monthly 4FRI Contract Report that provides visibility and accountability on the 4FRI contract progress. ECO is widely recognized as the critical player in maintaining the 4FRI social license and collaborative consensus, as well as a critical driver in insuring the accountability of the 4FRI contractor.

Program 2: Threatened and Endangered Species - Mexican Gray Wolf Experimental Population

On January 06, 2015 the Regional Director for the U.S. Fish & Wildlife Services (USFWS) Southwest Region signed the Record of Decision (ROD) for the final Environmental Impact Statement (EIS) for the Proposed Revision to the Regulations for the Nonessential Experimental Population of the Mexican Wolf.

ECO had been working since August 2013 with an informal ad hoc coalition of Arizona stakeholders and the Arizona Game and Fish Department, together representing 28 different organizations, to develop an Arizona Cooperating Agencies Alternative to the revision of the 10(j) Mexican Wolf non-essential experimental population. Additionally, ECO developed a credible Mexican Wolf population growth projection that vigorously challenged the U.S. Fish & Wildlife Service (USFWS) projection.

ECO's proposed NEPA alternative and population projection were endorsed by the Arizona Game & Fish and formed the basis of the USFWS Record of Decision. This included:

- I. Capping of the wolf population to 150 / 160 wolves in Arizona;
- II. Capping of the depredation on wild ungulates to 15%;
- III. Geographical capping of releases and transfers to historical habitat with adequate prey density;

- IV. 5 year and 8 year review process;
- V. Inclusion of 'take' provisions in defense of domestic animals

These were fundamental changes over the original USFWS proposed action.

The Arizona Cooperating Agencies Alternative filed by the Eastern Arizona Counties Organization, Greenlee County, Gila County, Graham County and Navajo County; endorsed by the Arizona Game and Fish Commission and Department; and, substantially adopted by the USFWS in its modified Preferred Alternative and Record of Decision is a dramatic improvement over the Service's initial Proposed Action to implement unrestricted population growth and expansion. This is a clear win for ECO and for Arizona.

Program 3: Watershed Restoration

On December 9, 2014 ECO initiated with the Regional Forester of the U.S. Forest Service (USFS) Southwest Region (R3) and the Supervisor of the Apache/Sitgreaves National Forests and their staffs, the development of the Black River Stewardship Agreement project.

ECO designed, developed and submitted to USFS the new 10 year, 130,000 acre partnership project with watershed industry and utility stakeholders Salt River Project (SRP) and Arizona Public Services Co. (APS) to:

- I. Accelerate the implementation of the 4FRI restoration treatments in the White Mountains;
- II. Expand the 4FRI restoration treatments into the entire Black River watershed in the upper Salt River basin;
- III. Provide a predictable supply of woody material for the existing White Mountain industry for 10 years;
- IV. Create the conditions for new investments in appropriate scale wood industry in the White Mountains;
- V. Create a model for the expansion of the 4FRI restoration treatments into the Blue River and San Francisco River watersheds in the Upper Gila River basin.

The ECO Black River Stewardship Project is the first concrete action to implement landscape scale restoration treatments on the South slopes of the Mogollon Rim to restore and protect the watersheds that sustain metro Arizona.

Program 4: Infrastructures

On November 17, 2014 Arizona Department of Transportation (ADOT) partnered with Arizona State Forestry and ECO to announce a new "Healthy Forest Initiative" pilot project to help loggers clear Wallow Fire burn area; improve commerce; and, maintain healthy forest in the White Mountains region. The two-year pilot project allows timber industry trucks to carry additional weight on several state highways in the White Mountains region.

ECO designed, developed and submitted to ADOT the Healthy Forest Initiative Pilot Project to increase the logging truck maximum weight from 80,000 lbs. to 90,800 lbs. on US Highway 60, State Route 77, US Highway 180, State Route 260 and State Route 277 between Payson and the New Mexico State border, and on all relevant feeder roads in the White Mountains. The Healthy Forest Initiative Pilot Project increases transportation weight efficiency by 20%, and significantly contributes to the economic viability of the forest restoration treatments and the economic competitiveness of the Arizona wood industry. ADOT started issuing the permits for the new program in November 2014.

This issue had been plaguing the White Mountain logging industry for decades, putting it at a competitive disadvantage compared to neighboring states that allow heavier logging loads. This is a clear win for ECO and for Arizona.

Program 5: Recreation

On September 17, 2014, ECO provided comments on the Draft Environmental Impact Statement for Travel Management on the Tonto National Forest, requesting that the Selected Alternative for the Final Environmental Impact Statement for the Tonto National Forest Travel Management Plan be based on Alternative D, and include the following modifications:

- I. Not more than approximately 194 miles of roads scheduled for decommissioning.
- II. Motorized big game retrieval allowed for all species of game meeting the definition of 'big game' in the Arizona Game and Fish Department hunting regulations, or alternatively for all 'big game' animals requiring a hunting tag, with the exception of turkeys.
- III. Motorized big game retrieval allowing one trip each way from the downed animal to the closest legally open road or trail, regardless of distance, by the most direct route compatible with safety and the preservation of other values such as riparian areas, archeological sites, etc.
- IV. Dispersed motorized camping allowed in a 300 feet corridor on both sides of designated roads and motorized trails, AND in dispersed camping sites previously used and established in the local custom and culture as demonstrated by tangibles evidences of previous use such as fire pits, improvements, etc.
- V. Personal use fuel wood gathering in permitted areas allowed to consist of the minimum number of trips each way, based on the transport capacity of the vehicle and the trailer, from the downed tree to the closest legally open road or trail, regardless of distance, in the authorized firewood collection area, by the most direct route compatible with safety and the preservation of other values such as riparian areas, archeological sites, etc.
- VI. A new category of motorized dispersed recreational shooting authorized to consists of one trip each way from the natural or artificial obvious terrain feature used as a backstop, such as pit, berth or features similar in their functionality as relates to safe dispersed shooting, to the closest legally open road or trail, regardless of distance but not more than one mile, by the most direct route compatible with safety and the preservation of other values such as riparian areas, archeological sites, etc.

Program 6: Energy

On April 28, 2015 ECO submitted to the Environmental Protection Agency (EPA) Region 9 a letter of support for the Reconsideration of Promulgation of Air Quality Implementation Plans; Arizona; Regional Haze Federal Implementation Plan.

The lowering of the NO_x emission limit to 0.050 lb/MMBtu on Unit 1, and 0.080 lb/MMBtu on Unit 2 of the Coronado Generating Station in St John, Apache County, as proposed in the July 2012 Federal Implementation Plan (FIP) proposed by EPA was the most stringent NO_x emissions rate ever proposed by the agency for a coal plant retrofit project. This requirement would have required the investment of an additional \$110 million to install a second selective catalytic reduction (SCR) system on Unit 1, in addition to the \$500 million invested to implement the 2008 Coronado Emission Control Project (CECP) recently completed with the installation of an SCR system on unit 2. The significantly more stringent emissions rate mandated for Unit 1 to ensure compliance with the plant-wide NO_x emissions limit of 0.065 lb/MMBtu, mandated in the November 2012 final FIP for the Coronado Generating Station, would have gravely compromised the economic viability of the site. The March 2015 proposed Reconsideration of the Arizona Regional Haze FIP to replace a plant-wide Best Available Retrofit Technology (BART) compliance method and emission limit for NO_x on Units 1 and 2 at the Coronado Generating Station

with a single-unit compliance method and emission limit on each of the two units, specifically 0.065 lb./MMBtu for Unit 1 and 0.080 lb./MMBtu for Unit 2, is a critical step toward insuring the economic viability of the plant, and the sustainability of the irreplaceable economic engine role that it plays in southern Apache County.

Aside from SRP, the owner of the Coronado Generating Station in St Johns, ECO was one of only two entities to file comments. ECO was therefore the only entity supporting SRP in the Reconsideration discussion. The only other commenter, Earth Justice, predictably opposed it.

Program 7: Natural Resources Planning

On December 5, 2014 ECO released the Arizona Counties Natural Resources Study Report - A Gap Analysis and Practitioners' Guide and its Technical Appendices.

ECO competed for and was awarded the completion of the Arizona FY2014 Natural Resources Study funded in the State budget under the leadership of the late Senator Chester Crandell. In addition to the planning gap analysis, at the request of the Arizona Natural Resources Review Council, and building on ECO match funding, the scope of the study was extended to include a comprehensive research of the Federal legal framework, the role of Local Governments within this framework, the available Local Governments engagement mechanisms, and the Arizona Counties natural resources planning authority. Based on the results of this research, the scope of the study was further extended to include the design of a comprehensive set of implementation tools. These tools include:

- I. County Natural Resources Management Planning Practitioner's Guide;
- II. County Natural Resources Management Planning Flowchart;
- III. County Natural Resources Management Plan Blueprint;
- IV. Natural Resource Management Template;
- V. County Natural Resources Management Plan Checklist.

These tools will be instrumental in increasing the efficiency and effectiveness of the Arizona Counties' involvement in the Federal process of public lands and natural resources management planning, as demonstrated by ECO's successful contribution to the shaping of the 4FRI and Mexican Wolf 10(j) records of decision.

Program 8: Public Lands

On September 24, 2014, at the request of members of the Arizona Legislature, ECO released a comprehensive analysis of all the public lands transfer studies conducted in Utah, Nevada, Wyoming, Idaho and Montana in 2012 and 2013, and attempted in Arizona, New Mexico and Colorado.

The ECO Special Report to the Board of Directors, Public Lands Transfer Studies - Recommendations for an Arizona Study has been widely distributed and is widely acknowledged as providing an objective analysis of the various efforts and outcomes in the issue of public lands transfer, as well as providing an objective identification of the economic issues to be addressed. It is expected that the ECO analysis will contribute to inform the Arizona Legislature's action on the issue.

In March 2015, The Property and Environment Research Center (PERC) released the study Divided Lands – State vs. Federal Management in the West funded by ECO for the inclusion of the State of Arizona in the multiple-funders multiple-states study.

ECO funded the inclusion of the State of Arizona in the comparison of total costs and revenues for BLM and USFS lands with state-owned lands. The study confirmed that "the federal government loses money managing valuable natural resources on federal lands, while states generate significant financial returns

from state trust lands” (p. 4). This investment will provide hard data for the discussion about the economic viability of a transfer of public lands in Arizona.

Program 9: Emerging Issues

In addition to its commitment to its eight defined programs, ECO engaged in numerous public lands and natural resource management planning issues during FY 2015. These issues include, among many others:

- the revision of the Definition of the Waters of the U.S. (WOTUS) under the Clean Water Act;
- the Designation of Critical Habitat for the Jaguar;
- the ADOT 2014-2018 5 Year Plan;
- the Tonto National Forest implementation of the Travel Management Rule;
- the Apache / Sitgreaves National Forest Plan revision;
- the Apache / Sitgreaves National Forest Larson Forest Restoration Project;
- etc.

Additional roles

ECO’s outcome-focused contribution prompted various Federal and State agencies and various other stakeholders to request ECO’s membership or participation in:

- the Apache / Sitgreaves National Forest Resources Advisory Council (RAC);
- the BLM Arizona Resources Advisory Council (RAC);
- the ADOT Freight Advisory Committee (FAC);
- Governor Elect Ducey’s Transition Team;
- the Northern Arizona Wood Products Association (NAWPA) Board of Directors;
- the Arizona Governor’s Forest Health Council (GFHC);
- the Arizona Natural Resources Review Council (NRRC);
- etc.

Additionally, ECO provides leadership to:

- the 4FRI Stakeholders Group by staffing the office of Co-Chair;
- the White Mountain Natural Resources Working Group (NRWG) by staffing the office of Chair.

Conclusion

ECO is fulfilling its mission to develop and implement “County Environmental Programs Impacting Economic Development:”

- The development of a new Stewardship Agreement in the White Mountains means acres treated on the ground, woody material for the local industry, and jobs for the local community.
- The completion of the 4FRI NEPA 1st EIS analysis means the creation of the conditions for significant investments in the wood industry of the Mogollon Rim, new jobs, meaningful mitigation of the catastrophic fire risks, and the protection of the recreation-based local economy and local communities.

- The containment of the Mexican Wolf experimental population growth means sustainability for the ranching industry and security for the dispersed communities.



Cochise County Board of Supervisors

Public Programs...Personal Service
www.cochise.az.gov

RICHARD R. SEARLE
Chairman
District 3

JAMES E. VLAHOVICH
County Administrator

PATRICK G. CALL
Vice-Chairman
District 1

EDWARD T. GILLIGAN
Deputy County Administrator

ANN ENGLISH
Supervisor
District 2

ARLETHE G. RIOS
Clerk of the Board

March 22, 2016

Honorable David Gowan
House of Representatives
1700 W. Washington
Room 223
Phoenix, AZ 85007

Dear Representative Gowan,

Thank you for your service to the great State of Arizona.

We also love our state, and are thankful for some of the most diverse natural resources and beautiful landscapes in the entire nation.

We are members of the Eastern Arizona Counties Organization (ECO), and we work collaboratively with Federal and State government and business entities to implement ten natural resources-based programs, including: Forest Restoration, Threatened and Endangered Species, Watershed Restoration, Infrastructures, Recreation, Energy, Natural Resources Planning, Public Lands, Water, and Emerging Issues.

We work very hard to protect our forests from catastrophic wild fires, restore our watersheds, maintain access to our public lands, defend our power plants, control our endangered species, etc. and generally support our logging, mining, ranching, and recreation economy, and maintain opportunities for natural resources-based economic development in our state.

We have a great list of accomplishments and successes supporting these important issues, and I have attached a copy of our ECO 2015 Executive Summary for your review.

As you work on the State budget I would ask for your continued support of ECO. The governor has also seen the importance of ECO and included us in his baseline budget.

Please feel free to contact me if you have any questions or concerns as you go through the budget process.

Thank you,

Patrick G. Call
Chairman

Richard R. Searle
Vice-Chairman

Ann English
Member

Attachments: Executive Summary

1415 Melody Lane, Building G
Bisbee, Arizona 85603
520-432-9200
520-432-5016 fax
board@cochise.az.gov



Cochise County Board of Supervisors

Public Programs...Personal Service
www.cochise.az.gov

RICHARD R. SEARLE
Chairman
District 3

JAMES E. VLAHOVICH
County Administrator

PATRICK G. CALL
Vice-Chairman
District 1

EDWARD T. GILLIGAN
Deputy County Administrator

ANN ENGLISH
Supervisor
District 2

ARLETHE G. RIOS
Clerk of the Board

March 22, 2016

Honorable Gail Griffin
Senate
1700 W. Washington
Room 212
Phoenix, AZ 85007

Dear Senator Griffin,

Thank you for your service to the great State of Arizona.

We also love our state, and are thankful for some of the most diverse natural resources and beautiful landscapes in the entire nation.

We are members of the Eastern Arizona Counties Organization (ECO), and we work collaboratively with Federal and State government and business entities to implement ten natural resources-based programs, including: Forest Restoration, Threatened and Endangered Species, Watershed Restoration, Infrastructures, Recreation, Energy, Natural Resources Planning, Public Lands, Water, and Emerging Issues.

We work very hard to protect our forests from catastrophic wild fires, restore our watersheds, maintain access to our public lands, defend our power plants, control our endangered species, etc. and generally support our logging, mining, ranching, and recreation economy, and maintain opportunities for natural resources-based economic development in our state.

We have a great list of accomplishments and successes supporting these important issues, and I have attached a copy of our ECO 2015 Executive Summary for your review.

As you work on the State budget I would ask for your continued support of ECO. The governor has also seen the importance of ECO and included us in his baseline budget.

Please feel free to contact me if you have any questions or concerns as you go through the budget process.

Thank you,

Patrick G. Call
Chairman

Richard R. Searle
Vice-Chairman

Ann English
Member

Attachments: Executive Summary

1415 Melody Lane, Building G
Bisbee, Arizona 85603
520-432-9200
520-432-5016 fax
board@cochise.az.gov



Cochise County Board of Supervisors

Public Programs...Personal Service
www.cochise.az.gov

RICHARD R. SEARLE
Chairman
District 3

JAMES E. VLAHOVICH
County Administrator

PATRICK G. CALL
Vice-Chairman
District 1

EDWARD T. GILLIGAN
Deputy County Administrator

ANN ENGLISH
Supervisor
District 2

ARLETHE G. RIOS
Clerk of the Board

March 22, 2016

Honorable David Stevens
House of Representatives
1700 W. Washington
Room 205
Phoenix, AZ 85007

Dear Representative Stevens,

Thank you for your service to the great State of Arizona.

We also love our state, and are thankful for some of the most diverse natural resources and beautiful landscapes in the entire nation.

We are members of the Eastern Arizona Counties Organization (ECO), and we work collaboratively with Federal and State government and business entities to implement ten natural resources-based programs, including: Forest Restoration, Threatened and Endangered Species, Watershed Restoration, Infrastructures, Recreation, Energy, Natural Resources Planning, Public Lands, Water, and Emerging Issues.

We work very hard to protect our forests from catastrophic wild fires, restore our watersheds, maintain access to our public lands, defend our power plants, control our endangered species, etc. and generally support our logging, mining, ranching, and recreation economy, and maintain opportunities for natural resources-based economic development in our state.

We have a great list of accomplishments and successes supporting these important issues, and I have attached a copy of our ECO 2015 Executive Summary for your review.

As you work on the State budget I would ask for your continued support of ECO. The governor has also seen the importance of ECO and included us in his baseline budget.

Please feel free to contact me if you have any questions or concerns as you go through the budget process.

Thank you,

Patrick G. Call
Chairman

Richard R. Searle
Vice-Chairman

Ann English
Member

Attachments: Executive Summary

1415 Melody Lane, Building G
Bisbee, Arizona 85603
520-432-9200
520-432-5016 fax
board@cochise.az.gov

Regular Board of Supervisors Meeting**Community Development****Meeting Date:** 03/22/2016

Amend the Context Sensitive Road portion of the Road Design And Construction Standards And Specifications.

Submitted By: Terry Couchenour, Community Development**Department:** Community Development**Division:** Highway**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS Submitted for Signature:** 1**NAME of PRESENTER:** N/A**TITLE of PRESENTER:** N/A**Docket Number (If applicable):** N/A**Mandated Function?:** Not Mandated**Source of Mandate or Basis for Support?:** N/A**Information****Agenda Item Text:**

Adopt Resolution 16-10 to amend the Context Sensitive Road portion of the Road Design and Construction Standards and Specifications, as described therein.

Background:

In 2004 the Context Sensitive Road Classification was added to the Cochise County Road Design And Construction Standards and Specifications. The Context Sensitive Road designation enables the County to limit the disturbed area and preserve environmentally unique and sensitive areas while still regulating the manner in which these public roads are constructed and maintained. In order to further protect the traveling public, specific signing is required. However the 2004 procedure utilized signing language that does not reflect the current Manual on Uniform Traffic Control Devices For Streets and Highways (MUTCD) standards. Therefore this department recommends the following revision to retain the intent of the County's signing requirements and allow flexibility as MUTCD standards change.

Below is the proposed revision.

Added words are shown as ***bold italicized***.

Deleted words are shown as ~~strike through~~.

Road Design And Construction Standards and Specifications

Page C-9

- ***The*** road or road segment shall, ***as road conditions dictate***, be signed in a manner that is consistent with the MUTCD ***such as ROAD NARROWS, NO SHOULDER, etc and with general information SCENIC ROAD signs*** a "Scenic Road," together with "Narrow Width, Limited Shoulder" and speed limit signs. ***In addition the road or road segment shall be speed zoned as established above.***

Department's Next Steps (if approved):

If approved, staff will revise the Road Design And Construction Standards And Specifications. Context Sensitive Roads will be signed according to revised standards.

Impact of NOT Approving/Alternatives:

If the revision is not approved, Context Sensitive Road signing requirements will not adapt to changes in MUTCD standards.

To BOS Staff: Document Disposition/Follow-Up:

Please forward a copy of the recorded resolution to H&F, attn: Terry Couchenour.

Attachments

Executive summary for Proposed Context Sensitive Road Revision

Resolution for Proposed Context Sensitive Road Revision

Road standard page C9 prior to proposed revision



Cochise County Community Development

Highway and Floodplain Division

Public Programs...Personal Service

www.cochise.az.gov

MEMORANDUM

Date: March 3, 2016
To: Board of Supervisors
Thru: Joaquin Solis, Assistant Director
From: Terry Couchenour, GIS Analyst
Subject: Proposed Context Sensitive Road Revision

In 2004 the Context Sensitive Road Classification was added to the Cochise County Road Design And Construction Standards and Specifications. The Context Sensitive Road designation enables the County to limit the disturbed area and preserve environmentally unique and sensitive areas while still regulating the manner in which these public roads are constructed and maintained. In order to further protect the traveling public, specific signing is required. However the 2004 procedure utilized signing language that does not reflect the current Manual on Uniform Traffic Control Devices For Streets and Highways (MUTCD) standards. Therefore this department recommends the following revision to retain the intent of the County's signing requirements and allow flexibility as MUTCD standards change.

Below is the proposed revision.

Added words are shown as ***bold italicized***.

Deleted words are shown as ~~strikethrough~~.

Road Design And Construction Standards and Specifications

Page C-9

- ~~This~~ The road or road segment shall, as road conditions dictate, be signed in a manner that is consistent with the MUTCD such as ROAD NARROWS, NO SHOULDER, etc and with general information SCENIC ROAD signs ~~a "Scenic Road," together with "Narrow Width, Limited Shoulder" and speed limit signs.~~ In addition the road or road segment shall be speed zoned as established above.

Highway and Floodplain

1415 Melody Lane, Building F
Bisbee, Arizona 85603
520-432-9300
520-432-9337 fax
1-800-752-3745
highway@cochise.az.gov
floodplain@cochise.az.gov

Planning, Zoning and Building Safety

1415 Melody Lane, Building E
Bisbee, Arizona 85603
520-432-9300
520-432-9278 fax
1-877-777-7958
planningandzoning@cochise.az.gov

RESOLUTION 16-__

TO AMEND THE CONTEXT SENSITIVE ROAD PORTION OF THE ROAD DESIGN AND CONSTRUCTION STANDARDS AND SPECIFICATIONS

WHEREAS, the Board of Supervisors, Cochise County, Arizona is authorized to lay out, maintain, control and manage public roads within its jurisdiction pursuant to A.R.S. §11-251 (4); and

WHEREAS, it is in the best interest of the public to limit the disturbed area for certain roads in order to preserve environmentally unique and sensitive areas while still regulating the manner in which these public roads are constructed and maintained; and

WHEREAS, in 2004 the Board adopted Resolution 04-51, adding the Context Sensitive Road classification to the Cochise County Road Design And Construction Standards And Specifications; and

WHEREAS, the current standards for Context Sensitive Roads have served well, but additional modifications are now appropriate to adjust with changes in the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) as follows:

Added language is shown as ***bold italicized***
Deleted language is shown as ~~strikethrough~~

Page C-9

- This ~~This~~ ***The*** road or road segment shall, ~~as road conditions dictate,~~ ***as road conditions dictate,*** be signed in a manner that is consistent with the MUTCD ~~such as ROAD NARROWS, NO SHOULDER, and general information SCENIC ROAD signs~~ ***such as ROAD NARROWS, NO SHOULDER, and general information SCENIC ROAD signs*** a “Scenic Road,” ~~together with “Narrow Width, Limited Shoulder” and speed limit signs.~~ ***In addition the road or road segment shall be speed zoned as established above.***

WHEREAS, the Cochise County Road Design And Construction Standards And Specifications was adopted per Resolution 03-31 and previously amended per Resolutions 04-51, 05-19 and 05-81.

RESOLUTION 16-

Re: To Amend The Context Sensitive Road Portion Of The Road Design And Construction Standards And Specifications

Page | 2

NOW THEREFORE, IT IS RESOLVED, that the Board of Supervisors hereby adopt the amendment to the Cochise County Road Design And Construction Standards And Specifications as identified above.

IT IS FINALLY RESOLVED, that any prior resolution in conflict is hereby rescinded to the extent of such conflict.

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this _____ day of _____, 2016.

Richard Searle, Chairman
Cochise County Board of Supervisors

ATTEST:

Arlethe Rios,
Clerk of the Board

APPROVED AS TO FORM:



Britt Hanson,
Chief Civil Deputy County Attorney

Engineer recommends this designation for any nominated roadway, he shall forward this recommendation, together with any recommendations for particular requirements or conditions and the standards for a typical section of that roadway, to the Board of Supervisors for formal approval. Upon approval by the Board of Supervisors, following a public meeting, the designated road or road segment shall be given this classification and thereafter managed in a manner that is consistent with the conditions, requirements and standards adopted for that roadway. Any necessary changes in the speed limit for that road or road segment shall also be adopted by the Board of Supervisors at that time.

If the County Engineer determines that the proposed roadway does not meet the specified criteria for this designation, the County Engineer shall advise any third party applicant of the results of his review and the specific reasons for his determination.

Construction and Maintenance Standards

Roads or road segments that have been approved for inclusion in this classification shall be constructed, improved and maintained according to following standards:

- The roadway design shall be limited to the minimum geometric standards that are compatible with the "Very Low-Volume Local Road" standards, as adopted by AASHTO even though some of the candidate roads have an ADT>400. The Cochise County adopted standard for such roads is Figure D-125. The design speed and established speed limit shall be not more than 25 miles per hour.
- The maintenance of the roadway shoulders and adjacent drainage ditches shall be limited to the greatest degree possible to reduce the amount of disturbance of the adjacent areas. Typically this area of maintenance shall be limited to not more than two feet on each side of the travelway.
- This road or road segment shall be signed in a manner that is consistent with the MUTCD as a "Scenic Road," together with "Narrow Width, Limited Shoulder" and speed limit signs.
- The travel way and roadway shoulders shall be managed by the Cochise County Highway and Floodplain Department in a manner that is consistent with all of the special conditions or restrictions and typical standard sections that have been adopted for that particular area by the action of the Board of Supervisors

Statement to
be revised

3. STREET ELEMENT DESIGN

A. Pavement

All roads shall be paved with asphalt concrete over aggregate base or double bituminous surface treatment (DBST or chip seal) over aggregate base per County standard cross-sections and specifications. Pavement and base course design shall be in accordance with "Materials Preliminary Engineering and Design Manual" by ADOT, 1992 and as amended.

Regular Board of Supervisors Meeting**Community Development****Meeting Date:** 03/22/2016

Contract Approval IFB 16-02-HFP-04 for Emulsified Asphalt

Submitted By: Terry Hudson, Procurement**Department:** Procurement**Presentation:** No A/V
Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature
Required**# of ORIGINALS** 2
Submitted for Signature:**NAME**
of PRESENTER: Terry Hudson**TITLE**
of PRESENTER: Procurement Director**Mandated Function?:** Not Mandated**Source of Mandate**
or Basis for Support?:**Docket Number (If applicable):****Information****Agenda Item Text:**

Approve the award of Invitation for Bids No. IFB 16-02-HFP-04 for emulsified asphalt for the Community Development Department, Highway and Floodplain Division to Western Emulsions, Inc. in the not to exceed amount of \$2,000,000 for the period of April 1, 2016 through March 31, 2017 with the option to extend the contract up to four additional years in one year increments.

Background:

Invitation for Bid no. IFB 16-02-HFP-04 was released on February 3, 2016. The bid was advertised in the Arizona Range News on February 10 and 17, 2016 and posted on the Public Purchase e-procurement website. Bid notices were e-mailed to 13 vendors. Two bids were received prior to the bid closing date and time of February 25, 2016 at 4:00 p.m., a copy of the bid tabulation is attached.

Department's Next Steps (if approved):

Execute Contract. Process purchase orders as required. Monitor Contractors performance.

Impact of NOT Approving/Alternatives:

Procurement would be required to obtain quotes every time there is a need for emulsified asphalt, which would result in possibly higher prices, and additional workload for both the Procurement and Highway and Floodplain Division.

To BOS Staff: Document Disposition/Follow-Up:

Contract copies will be hand carried to the BOS staff after the County Attorney's signature is obtained.

Budget Information*Information about available funds***Budgeted:** ☐**Funds Available:** ☐**Amount Available:****Unbudgeted:** ☐**Funds NOT Available:** ☐**Amendment:** ☐**Account Code(s) for Available Funds**

1:

Fund Transfers

Fiscal Impact & Funding

Sources (if known):

The Highway and Floodplain Division has budgeted sufficiently for this expenditure in their annual work plan in fund lines 251-4010-9 413.700 and 251-4040-9 413.700. The estimated amount does not include any additional IGA work. Material for these projects will be purchased at contract prices on separate purchase orders.

Attachments

Bid Tabulation

Contract

PRELIMINARY BID TABULATION

<p>COCHISE COUNTY</p> <p>PROCUREMENT DEPARTMENT</p> <p>IFB NO: 16-02-HFP-04 - Emulsified Asphalt</p> <p>Opening Date: 2-25-2015</p> <p>Buyer: Terry Hudson</p>	<p>Cactus Transport, Tolleson, AZ</p>	<p>Western Emulsions, Tucson, AZ</p>	
Bid Item 1. CRS-2 - Delivered	\$331.00 per ton	\$325.00 per ton	
Bid Item 2. CRS-2P - Delivered	\$375.00 per ton	\$367.00 per ton	
Bid Item 3. CRS-2 - Plant Pickup	\$331.00 per ton	\$325.00 per ton	
Bid Item 4. CRS-2P - Plant Pickup	\$375.00 per ton	\$367.00 per ton	
Delivery Charge			
Benson/Tombstone area	.40 per ton per mile	.40 per ton per mile	
Bisbee/Siera Vista area	.29 per ton per mile	.29 per ton per mile	
Douglas/Elfrida area	.28 per ton per mile	.28 per ton per mile	
Willcox/San Simon	.27 per ton per mile	.27 per ton per mile	
		Note: 24 ton minimum, return load @50% of out bound freight to loading origin	

"ORIGINAL"

COCHISE COUNTY
PROCUREMENT DEPARTMENT
1415 Melody Lane, Building C
Bisbee, Arizona 85603

Invitation for Bids #FB 16-02-HFP-04
Emulsified Asphalt Products

SECTION FIVE – BID SUBMITTAL

TO THE COUNTY OF COCHISE: The undersigned hereby offers and agrees to furnish emulsified asphalt products in compliance with all terms, conditions, specifications, and amendments in this solicitation.

CRS-2 & CRS-2P

Line No.	Product	Unit	Unit Price	Est. Qty	Extended price
1. CRS-2	Emulsified Asphalt	Ton	\$ 325.00	2,500 tons	\$ 812,500.00
2. CRS-2P	Emulsified Asphalt	Ton	\$ 367.00	2,500 tons	\$ 917,500.00

Line No.	Product	Unit	Plant Pickup Unit Price
3. CRS-2	Emulsified Asphalt	Ton	\$ 325.00
4. CRS-2P	Emulsified Asphalt	Ton	\$ 367.00

Delivery Charge:

Benson/Tombstone area \$ 0.40 per ton, per mile
Bisbee/Sierra Vista area \$ 0.29 per ton, per mile
Douglas/Elfrida area \$ 0.28 per ton, per mile
Willcox/San Simon area \$ 0.27 per ton, per mile

* 24 Ton MINIMUM; RETURN LOAD @ 50% OF OUTBOUND FREIGHT to Loading origin
* SAME as ABOVE
* SAME as ABOVE
* SAME as ABOVE

Line No 1. Manufacturer: Western Emulsions, Inc. Product number: CRS-2
Line No 2. Manufacturer: Western Emulsions, Inc. Product number: CRS-2P

Stand By Time:

Indicate a fixed price per hour, billable in fifteen (15) minute increments for time spent on standby for unloading at a destination if requested by the County.

Stand By Time: \$ 95.00 per hour after 1 1/2 hrs (Free)

Payment Terms:

Indicate if a Prompt Payment discount is offered or standard net payment terms:

No % discount if paid within _____ days or net _____ days after receipt of invoice.

Taxes:

The County is subject to State of Arizona and other Government Agency taxes imposed within Arizona. State of Arizona Use Tax will be paid directly to the state when orders are placed with out-of-state vendors. No taxes other than those imposed within the State of Arizona will be paid in addition to the bid/offer price.

Indicate tax rate to be applied 8.1 %

Western Emulsions, Inc.
Company Name

[Signature]
Representative Name

COCHISE COUNTY
PROCUREMENT DEPARTMENT
1415 Melody Lane, Building C
Bisbee, Arizona 85603

Invitation for Bids #IFB 16-02-HFP-04
Emulsified Asphalt Products

SECTION SIX - OFFER TO THE COUNTY OF COCHISE:

The undersigned hereby offers and agrees, if this offer is accepted within **ninety (90) calendar days** from the date of award, to furnish all of the items upon which price(s) are quoted, at the prices set forth in this offer, delivered at the designated location(s) by the method of delivery and within the time specified herein and subject to the terms and conditions of this invitation for bids. In the event of contract award pursuant to this request, performance by the vendor of any or all of the services, or delivery or any or all of the products defined here in, shall constitute acceptance of all terms, conditions and requirements of the resulting contract.

Name of Organization

Western Emulsions, Inc.

Mailing Address

3900 E. Boulevard

City, State and Zip Code

Tucson, AZ 85711

State of Arizona Transaction (Sales) Privilege Tax
License Number (if applicable)

86-0336082

Federal Employer Identification Number

For clarification of this offer, contact:

ANTONIO C. PAEZ

Name (Print)

ARIZONA SALES MANAGER

Title (Print)

(520) 622-7203 / office

Phone Number

Tony.paez@westernemulsions.com

E-mail

Signature of Person Authorized to Sign Offer:



Signature

ANTONIO C. PAEZ

Printed Name

ARIZONA SALES MANAGER

Title

(520) 429-3472 / cell

Phone Number

Tony.paez@westernemulsions.com

E-mail

NO BID _____ Reason: _____

COCHISE COUNTY
PROCUREMENT DEPARTMENT
1415 Melody Lane, Building C
Bisbee, Arizona 85603

Invitation for Bids #IFB 16-02-HFP-04
Emulsified Asphalt Products

SECTION SIX - FORM OF AGREEMENT

1.0 Form of Agreement:

Complete the attached Form of Agreement by filling in the area in the top portion of the form designated as "Authorized Representative" and in the lower portion under "Contractor". Do not fill in the date.

1.1 Return the completed Form of Agreement with the bid packet.

AGREEMENT #IFB 16-02-HFP-04 – Emulsified Asphalt Products

BETWEEN COCHISE COUNTY

And

WESTERN EMULSIONS, INC.

This Contract is made between the County of Cochise, State of Arizona (the County) whose Authorized representative is:

Terry Hudson CPPB
Procurement Director
Cochise County Procurement Department
1415 Melody Lane, Building C
Bisbee, Arizona 85603

and the Contractor, whose complete name, address and Authorized Representative are:

ANTONIO C. PAEZ
WESTERN EMULSIONS, INC.
3900 E. BROADWAY BOULEVARD
TUCSON, ARIZONA 85711

This Contract is designated by the County as No. IFB 16-02-HFP-04

The County and Bidder agree as follows:

Article I. Contract Documents: The Contract Documents consist of this Agreement; the Cochise County Standard Contract Terms and Conditions; the solicitation, including instructions, all terms and conditions, technical specifications, Scope of Work attachments, and addenda thereto; and the bid/offer submitted by the bidder/offeror in response to the solicitation and other Contract Documents.

Article II. Contract Performance: The Bidder shall provide all of the materials, equipment, and services required by the Contract Documents, with the options and modifications or clarifications, if any, expressly stated here:

Article III. Date of Commencement and Completion: The Bidder shall commence performance of this Contract on the date that this Agreement is signed and approved by Cochise County unless a different date is stated below:

as specified in Contract Documents

Article IV. Payment: The County shall pay the Contractor in the amounts and at the times or events stated below:

Payment as specified in Contract Documents

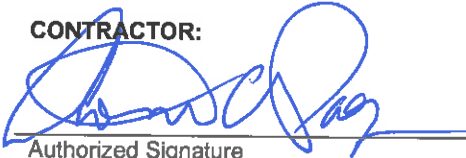
COCHISE COUNTY
PROCUREMENT DEPARTMENT
1415 Melody Lane, Building C
Bisbee, Arizona 85603

Invitation for Bids #IFB 16-02-HFP-04
Emulsified Asphalt Products

SECTION SIX - FORM OF AGREEMENT (continued)

This Agreement is entered into this _____ day of _____ 2016.

CONTRACTOR:


Authorized Signature
ANTONIO C. PAEZ, AZ Sales Mgr
Print Name and Title

APPROVED BY:

COCHISE COUNTY BOARD OF SUPERVISORS

Richard Searle, Chairman
Board of Supervisors

ATTEST:

Arlene Rios
Clerk of the Board

REVIEWED BY:
COCHISE COUNTY
PROCUREMENT DEPARTMENT


Terry Hudson
Procurement Director

Approved as to form


Office of the County Attorney

Regular Board of Supervisors Meeting

Meeting Date: 03/22/2016

Approve Proposed Settlement of a Tax Appeal

Submitted By: Rebecca Deatherage, County Attorney

Department: County Attorney

Presentation: No A/V **Recommendation:** Approve
Presentation

Document Signatures: BOS Signature **# of ORIGINALS** 0
NOT Required **Submitted for Signature:**

NAME n/a **TITLE** n/a
of PRESENTER: **of PRESENTER:**

Docket Number (If applicable):

Mandated Function?: Not Mandated **Source of Mandate**
or Basis for Support?:

Information

Agenda Item Text:

Approve the proposed tax appeal settlement in Chambers/Wakeman v. Cochise County, ST2015-000588, now pending in the Arizona Tax Court, a division of the Superior Court of Arizona in Maricopa County.

Background:

Taxpayer filed a civil action in Arizona Tax Court, seeking a reduction in assessed value of non-residential real property, identified as assessor parcel number 103-60-266, with a property address in Bisbee, Arizona, for tax year 2015.

After inspecting the properties, reviewing the taxpayer's documentation and other market factors/comparables, the Assessor agrees that the property valuation should be adjusted for tax year 2015. The Assessor recommended a settlement offer that adjusts the full cash value and limited property value as follows:

TAX YEAR FROM TO

2015: FCV \$79,475, Class 3 FCV \$23,321, Class 2
LPV \$79,479 , Class 3 LPV \$23,049, Class 2

The taxpayer accepted the settlement offer.

Fiscal Impact & Funding Sources: Not applicable, no funding sources are required. Fiscal impact will be a reduction in the tax base.

Department's Next Steps (if approved):

Upon approval by the Board, Counsel for the County will sign a stipulation for entry of Judgment that has already been signed by the taxpayer, and will submit a form of Judgment to the Arizona Tax Court disposing of this matter pursuant to the settlement terms.

Impact of NOT Approving/Alternatives:

Should the Board not approve the proposed settlement, the County will be subject to additional litigation and associated fees and costs. In addition, the Arizona Tax Court could rule in the taxpayer's favor, thereby reducing the assessed value of the subject property even further and subjecting the County to paying the Plaintiff's fees and costs.

To BOS Staff: Document Disposition/Follow-Up:

Advise County Attorney's Office - Civil Division upon Board's approval.

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 03/22/2016

Approve Proposed Settlement of a Tax Appeal

Submitted By: Rebecca Deatherage, County Attorney

Department: County Attorney

Presentation: No A/V Presentation **Recommendation:** Approve

Document Signatures: BOS Signature NOT Required **# of ORIGINALS Submitted for Signature:** 0

NAME of PRESENTER: n/a **TITLE of PRESENTER:** n/a

Docket Number (If applicable):

Mandated Function?: Not Mandated **Source of Mandate or Basis for Support?:**

Information

Agenda Item Text:

Approve the proposed tax appeal settlement in Milosevich v. Cochise County, ST2015-000032, now pending in the Arizona Tax Court, a division of the Superior Court of Arizona in Maricopa County.

Background:

Taxpayer filed a civil action in Arizona Tax Court, seeking a reduction in assessed value of non-residential real property, identified as assessor parcel number 600-28-001D8, with a property address in Portal, Arizona, for tax year 2015.

After inspecting the properties, reviewing the taxpayer's documentation and other market factors/comparables, the Assessor agrees that the property valuation should be adjusted for tax year 2015. The Assessor recommended a settlement offer that adjusts the full cash value and limited property value as follows:

TAX YEAR FROM TO

2015: FCV \$97,912 FCV \$20,115
LPV \$97,771 LPV \$19,742

The taxpayer accepted the settlement offer.

Fiscal Impact & Funding Sources: Not applicable, no funding sources are required. Fiscal impact will be a reduction in the tax base.

Department's Next Steps (if approved):

Upon approval by the Board, Counsel for the County will sign a stipulation for entry of Judgment that has already been signed by the taxpayer, and will submit a form of Judgment to the Arizona Tax Court disposing of this matter pursuant to the settlement terms.

Impact of NOT Approving/Alternatives:

Should the Board not approve the proposed settlement, the County will be subject to additional litigation and associated fees and costs. In addition, the Arizona Tax Court could rule in the taxpayer's favor, thereby reducing the assessed value of the subject property even further and subjecting the County to paying the Plaintiff's fees and costs.

To BOS Staff: Document Disposition/Follow-Up:

Advise County Attorney's Office - Civil Division upon Board's approval.

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 03/22/2016

Vehicles for Search and Rescue and Sheriff's Assist Team

Submitted By: Mark Genz, County Sheriff

Department: County Sheriff

Presentation: No A/V Presentation **Recommendation:** Approve

Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 2

NAME of PRESENTER: Tom Alinen **TITLE of PRESENTER:** Commander

Docket Number (If applicable):

Mandated Function?: Not Mandated **Source of Mandate or Basis for Support?:**

Information

Agenda Item Text:

Accept a donation in the amount of \$130,287.65 from the Howard G. Buffet Foundation for the purchase of two 2016 Chevrolet Tahoes for the Sheriff's Assist Team and one 2016 Chevrolet Tahoe for the Sheriff's Search and Rescue Unit.

Background:

The Howard G Buffet Foundation has offered to purchase three 2016 Chevrolet Tahoes to replace aging vehicles currently in use by the Search and Rescue Team as well as the Sheriff's Assist Team. These vehicles will provide more dependable transportation than the current hand-me-downs that they use now.

Department's Next Steps (if approved):

Purchase the vehicles and place them into service with the Search and Rescue Team as well as the Sheriff's Assist Team.

Impact of NOT Approving/Alternatives:

These units within the Sheriff's Office will be required to utilize ageing vehicles that require repeated maintenance.

To BOS Staff: Document Disposition/Follow-Up:

Please approve the request for the purchase of these vehicles.

Attachments

Donation Letters

Tahoe Grant Form

THE HOWARD G. BUFFETT FOUNDATION

February 19, 2016

Sheriff Mark Dannels
Cochise County Sheriff's Office
205 N. Judd Dr.
Bisbee, AZ 85603

Dear Sheriff Dannels:

Enclosed is a check in the amount of \$90,198 from the Howard G. Buffett Foundation to the Cochise County Sheriff's Office. This donation is restricted for the purchase of two (2) 2016 Chevrolet 4x4 LE Tahoe vehicles.

Upon receipt of the funds, we require that you complete and return the enclosed Acknowledgement of Charitable Contribution form within five (5) business days.

Please contact me directly with any questions.

Best regards,



Trisha A. Cook
Vice President of Operations and Treasurer

Enclosures

THE HOWARD G. BUFFETT FOUNDATION

February 26, 2016

Sheriff Mark Dannels
Cochise County Sheriff's Office
205 N. Judd Dr.
Bisbee, AZ 85603

Dear Sheriff Dannels:

Enclosed is a check in the amount of \$40,089.65 from the Howard G. Buffett Foundation to the Cochise County Sheriff's Office. This donation is restricted for the purchase of a 2016 Chevrolet 4x4 LE Tahoe equipped with emergency lights and striping kit. This vehicle is to be used as a Search and Rescue vehicle.

Upon receipt of the funds, we require that you complete and return the enclosed Acknowledgement of Charitable Contribution form within five (5) business days.

Please contact me directly with any questions.

Best regards,



Trisha A. Cook
Vice President of Operations and Treasurer

Enclosures

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

PRIMARY GRANT

Primary Grantor:

CFDA:
www.CFDA.gov

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant:

Yes

No

Grant No:

Amendment:

Yes

No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

If this is a mandated service, cite the source. If not mandated, cite indications of local customer support for this service.

PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

Is revertment of unexpected funds required at the end of grant period? Yes No

(a) Total indirect (A-87) Cost Allocation:

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

Is there a Secondary Grant Award associated with this Grant? Yes No

Name of Grant:

Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

NOTE: Please attach this Grant Approval form to the AgendaQuick item. The AgendaQuick "Grant Approval template" must be used. Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed GRANT DOCUMENT (not this approval form) to the Finance Department.

Court Administration

Regular Board of Supervisors Meeting

Meeting Date: 03/22/2016

JP Judge Pro Temp

Submitted By: Regan Appelo, Court Administration

Department: Court Administration

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

Source of Mandate
or Basis for Support?:

Information

Agenda Item Text:

Approve reappointments of Justice Court Precinct Five Pro Tempore, Leslie Sansone and county-wide Justices of the Peace Pro Tempore Gerald F. Till, Paul Julien, C.J. Garan, Pamela Housh, William Lakosil, David Howe and Ron Zack for emergency or temporary coverage, both pursuant to ARS 22-121; and approve authorization to call upon an appropriately-appointed Justice of the Peace Pro Tempore from another county in extenuating circumstances pursuant to ARS 22-122 for the period beginning July 1, 2016 to and including June 30, 2017.

Background:

The court is required to annually re-appoint judges pro tem with Board Of Supervisors approval. This includes the approval to call upon a Justice of the Peace from another county when there is a conflict for all of the Justices of the Peace in Cochise County.

Department's Next Steps (if approved):

Appointment of Justice of the Peace Pro Tems by Presiding Judge of Cochise County

Impact of NOT Approving/Alternatives:

No temporary, emergency coverage in the Justice Courts

To BOS Staff: Document Disposition/Follow-Up:

Notify Court Administration of approval of agenda item - send clerk's statement of outcome of item w/BOS' vote.

Budget Information

Information about available funds

Budgeted: ☐Funds Available: ☐

Amount Available:

Unbudgeted: ☐Funds NOT Available: ☐Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 03/22/2016

Demands

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

NAME n/a
of PRESENTER:

Mandated Function?:

Recommendation:

of ORIGINALS
Submitted for Signature:

TITLE n/a
of PRESENTER:

Source of Mandate
or Basis for Support?:

Information

Agenda Item Text:

Approve demands and budget amendments for operating transfers.

Background:

Auditor-General's requirement for Board of Supervisors to approve.

Department's Next Steps (if approved):

Return to Finance after BOS approval.

Impact of NOT Approving/Alternatives:

Board of Supervisors will not be in compliance with State law.

To BOS Staff: Document Disposition/Follow-Up:

Return to Finance after BOS approval.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting**Health & Social Services****Meeting Date:** 03/22/2016

MIECHV Subcontract

Submitted By: Ray Falkenberg, Health & Social Services**Department:** Health & Social Services**Presentation:** No A/V **Recommendation:** Approve
Presentation**Document Signatures:** BOS Signature **# of ORIGINALS** 1
Required **Submitted for Signature:****NAME** Judy Gilligan **TITLE** Director, Prevention
of PRESENTER: **of PRESENTER:** Services**Docket Number (If applicable):****Mandated Function?:** Not Mandated **Source of Mandate**
or Basis for Support?:**Information****Agenda Item Text:**

Approve the Inter-Agency Subcontract Agreement 16-28-HEA-03 between Cochise Health & Social Services (CHSS) and Child and Family Resources, Inc. (CFR), for the Maternal Infant and Childhood Home Visiting Program (MIECHV), for the period 4/1/2016 - 9/30/2016 in the not to exceed amount of \$7,850.

Background:

ADHS MIECHV funds coordination services for a collaboration of the Strong Families Home Visiting Collaboration in Cochise County. Supervisors and workers from six different agencies and programs attend monthly collaboration meetings to discuss and plan for the needs of families with young children and the ability of current home visiting programs to meet these needs. Collaborating agencies/programs include: Cochise Health & Social Services, UofA Cooperative Extension, Easter Seals Blake Foundation, Child & Family Resources, Inc., Fort Huachuca Parent Support Program and Child Parent Centers of AZ.

Collaboration efforts include: an informal referral process among all programs and addressing duplication of services, in order to make sure all eligible families in Cochise County can access home visiting services, training for home visiting staff and improving the working relationships with other community resources and systems that serve families including child protective services, behavioral health services and the justice system.

The Coordinator position, funded by ADHS MIECHV, performs many functions including running the monthly meetings, outreach and recruitment for all programs, providing community marketing to raise awareness of availability of home visiting services and the planning and scheduling of trainings for home visiting staff and families.

Proposed subcontract: Child & Family Resources, Inc. has special expertise and a formal partnership with Canyon Vista Medical Center (CVMC) to recruit women to enroll in the home visiting program at the time of labor & delivery at CVMC. The Strong Families Collaboration would like to make use of this expertise in order to improve recruitment of families and spread referrals for enrollment evenly across all collaborating home visiting programs. In order to do this, we will reduce our grant-funded CHSS Coordinator position to 25 hours per week and subcontract with CFR for 15 hours per week. The

Coordinator positions at both agencies will work together to ensure even distribution of referrals across all home visiting programs.

Department's Next Steps (if approved):

Implement subcontract.

Impact of NOT Approving/Alternatives:

Without approval of this subcontract, the Cochise Strong Families Home Visiting Collaboration will be limited in the scope of recruitment of referrals for all collaboration partners.

To BOS Staff: Document Disposition/Follow-Up:

Execute one original and return to CHSS.

Attachments

Exec Summary

Ins/Indemnification

Invoice Template

Subcontract

Executive Summary Form

Agenda Number: HLT 2673 (Maternal, Infant and Child Home Visiting)

Recommendation:

Approve Inter-Agency Subcontract Agreement 16-46-HEA-02 between Cochise Health & Social Services (CHSS) and Child and Family Resources, Inc. (CFR), for the Maternal Infant and Childhood Home Visiting Program (MIECHV), effective 4/1/2016, for the period 4/1/2016 - 9/30/2016, contract not to exceed \$7,850.00.

HISTORY

ADHS MIECHV funds coordination services for a collaboration of the Strong Families Home Visiting Collaboration in Cochise County. Supervisors and workers from six different agencies and programs attend monthly collaboration meetings to discuss and plan for the needs of families with young children and the ability of current home visiting programs to meet these needs. Collaborating agencies/programs include: Cochise Health & Social Services, UofA Cooperative Extension, Easter Seals Blake Foundation, Child & Family Resources, Inc., Fort Huachuca Parent Support Program and Child Parent Centers of AZ.

Collaboration efforts include: an informal referral process among all programs and addressing duplication of services, in order to make sure all eligible families in Cochise County can access home visiting services, training for home visiting staff and improving the working relationships with other community resources and systems that serve families including child protective services, behavioral health services and the justice system.

The Coordinator position, funded by ADHS MIECHV, performs many functions including running the monthly meetings, outreach and recruitment for all programs, providing community marketing to raise awareness of availability of home visiting services and the planning and scheduling of trainings for home visiting staff and families.

Proposed subcontract: Child & Family Resources, Inc. has special expertise and a formal partnership with Canyon Vista Medical Center (CVMC) to recruit women to enroll in the home visiting program at the time of labor & delivery at CVMC. The Strong Families Collaboration would like to make use of this expertise in order to improve recruitment of families and spread referrals for enrollment evenly across all collaborating home visiting programs. In order to do this, we will reduce our grant-funded CHSS Coordinator position to 25 hours per week and subcontract with CFR for 15 hours per week. The Coordinator positions at both agencies will work together to ensure even distribution of referrals across all home visiting programs.

Fiscal Impact & Funding Sources:

All costs of the proposed subcontract will be funded by the MIECHV IGA ADHS16-118442, which is a grant-funded, cost reimbursement program from the Arizona Department of Health Services. The entire MIECHV award to CHSS is in the amount of \$102,000. This IGA was approved by the Board of Supervisors on January 9, 2016.

Your approvals are respectfully requested.

Impact of Not Approving:

Without approval of this subcontract, the Cochise Strong Families Home Visiting Collaboration will be limited in the scope of recruitment of referrals for all collaboration partners.

Insurance and Indemnification Guidelines for State of Arizona Contracts Professional Service Contracts

2. Professional Service Contracts - Working With Children and/or Vulnerable Adults

Many professional services involve working with, or caring for, children and/or vulnerable adults (physically and developmentally disabled adults or inmates that are in the care, custody, and control of the State of Arizona). This activity creates an additional risk of liability to the State of Arizona because of the severe and sensitive nature of the possible allegations of wrongdoing.

When services involve working with these groups of individuals, the *insurance requirements* in the contract need to include coverage for "sexual abuse and molestation (SAM)." Coverage for this type of claim, or allegation, is excluded from standard general liability policies. Therefore, contractors whose services include working with, and/or caring for children and/or vulnerable adults, should have their policies specifically endorsed to include this coverage.

2.1. Indemnification Clause:

To the fullest extent permitted by law, Contractor shall defend, indemnify, save and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

2.2. Insurance Requirements:

2.2.1. Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the

Insurance and Indemnification Guidelines for State of Arizona Contracts Professional Service Contracts

performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

2.2.2. The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

2.3. **Minimum Scope and Limits of Insurance:**

Contractor shall provide coverage with limits of liability not less than those stated below.

2.3.1. Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Damage to Rented Premises	\$50,000
• Each Occurrence	\$1,000,000

- a. The policy shall include coverage for Sexual Abuse and Molestation. This coverage may be sub-limited to no less than \$500,000. The limits may be included within the General Liability limit, provided by separate endorsement with its own limits, or provided as separate coverage included with the Professional Liability.
- b. Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded."
- c. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- d. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities,

Insurance and Indemnification Guidelines for State of Arizona Contracts Professional Service Contracts

officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2.3.2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

- a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
- c. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2.3.3. Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$1,000,000
 - Disease – Each Employee \$1,000,000
 - Disease – Policy Limit \$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

Insurance and Indemnification Guidelines for State of Arizona Contracts Professional Service Contracts

2.3.4. Professional Liability (Errors and Omissions Liability)

- Each Claim \$ 2,000,000
- Annual Aggregate \$ 2,000,000

- a. If SAM coverage is being provided under this policy then Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded."
- b. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- c. Policy shall cover professional misconduct or wrongful acts for those positions defined in the Scope of Work of this contract.

2.4. **Additional Insurance Requirements:**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- 2.4.1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- 2.4.2. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

2.5. **Notice of Cancellation:**

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number Here).

2.6. **Acceptability of Insurers:**

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that

Insurance and Indemnification Guidelines for State of Arizona Contracts Professional Service Contracts

the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

2.7. Verification of Coverage:

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

2.7.1. All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

2.7.2. All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

2.8. Subcontractors:

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

2.9. Approval and Modifications:

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

2.10. Exceptions:

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

Invoice from: Child & Family Resources, Inc.
2800 E. Broadway, Tucson, AZ 85716

Sub-contract #: 16-46-HEA-02

Sub-contract under MIECHV ADHS14-053682

Sub-Contract Period: April 1, 2016 to September 30, 2016

MONTHLY REPORT OF EXPENDITURES

Report Number: _____

Reporting Period: _____

Forward claim to:

Cochise Health & Social Services
Attention: Judith Gilligan
1415 Melody Lane, Bldg A
Bisbee, AZ 85603

Budget Categories	Approved Budget	Prior Period Year to Date	Current Period Expenses	Year to Date Expenses	Remaining Balance
Personnel/Salaries	\$5,495.00	\$0.00	\$0.00	\$0.00	\$5,495.00
Fringe Benefit	\$2,355.00	\$0.00	\$0.00	\$0.00	\$2,355.00
Professional		\$0.00	\$0.00	\$0.00	\$0.00
Travel		\$0.00	\$0.00	\$0.00	\$0.00
Occupancy		\$0.00	\$0.00	\$0.00	\$0.00
Other Operating		\$0.00	\$0.00	\$0.00	\$0.00
Capital Outlay		\$0.00	\$0.00	\$0.00	\$0.00
Subtotal	\$7,850.00	\$0.00	\$0.00	\$0.00	\$7,850.00
Indirect Costs		\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$7,850.00	\$0.00	\$0.00	\$0.00	\$7,850.00

Not to exceed: \$7,850.00

Sub-contractor Certification: I certify that this report has been examined by me, and to the best of my knowledge and belief, the reported expenditures are valid, based upon our office accounting records (books of account) and are consistent with the terms of the contract.

Authorized Signature

Date

CHSS Use Only

Vendor ID:

Amount Approved: \$ _____



COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603
Phone: (520) 432-8391 Fax: (520) 432-8397
Website: www.cochise.az.gov

Sub-Contract Agreement Maternal Infant Childhood Home Visiting Program Agreement No. 16-28-HEA-03

THIS AGREEMENT is made and entered into this 1st day of April, 2016 by and between **COCHISE HEALTH AND SOCIAL SERVICES**, hereinafter referred to as CHSS/COUNTY, and **CHILD AND FAMILY RESOURCES INC.**, hereinafter referred to as the "SUBGRANTEE".

I. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this agreement, Subgrantee shall provide services as described in **Exhibit A, Scope of Services**.

II. COMPENSATION AND METHOD OF PAYMENT

In consideration of the performance of the services described in the Scope of Work CHSS shall pay the Subgrantee a NOT to EXCEED dollar amount of Seven Thousand Eight Hundred Fifty Dollars (\$7,850.00) as described in **Exhibit B, Fee Schedule and Payment Terms**.

The County will pay the Subgrantee following the submission of itemized invoices(s) for the services rendered. No payment shall be issued prior to receipt of material or service and correct invoice. Each invoice must bear written certification by an authorized County representative confirming the services for which payment is requested have been performed. County agrees to pay Subgrantee all properly documented invoices for accepted work within 10 days from receipt of payment from ADHS. **See Exhibit B for further details of payment terms.**

All notices, invoices and payment shall be made in writing and may be given by personal delivery or by mail. The designated recipients for such notices, invoices and payments are as follows:

Subgrantee: **Child and Family Resource, Inc**
2800 E. Broadway
Tucson, AZ 85716
Pauline Haas-Vaughn
Phone: 520-881-8940
phaas-vaughn@cfraz.org

County: **Cochise Health and Social Services**
1415 Melody Lane, Building A
Bisbee, AZ 85603
Judith Gilligan
Phone: 520-432-9455
jgilligan@cochise.az.gov

III. DURATION AND RENEWAL

The Subgrantee shall not commence any billable work or provide any material or services under this Agreement until Subgrantee receives an executed copy of this Sub-Contract Agreement and purchase order, or is otherwise directed to do so in writing by the County Procurement Director or his designee. The Subgrantee shall complete all work to the satisfaction of the County by September 30, 2016 in accordance with the Scope of Work incorporated herein as Exhibit A.

IV. TERMINATION

- A. The County may cancel this Agreement without penalty or further obligation pursuant to A.R.S. §38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the County is or becomes, at any time while the Agreement or any extension of the Agreement is in effect any employee of, or Subgrantee to any other party to this Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when written notice from the County is received by the parties to this Agreement, unless the notice specifies a later time.
- B. This Agreement may also be terminated at any time by mutual written consent, or by the County, with or without cause, upon giving the thirty (30) days written notice to the Subgrantee. The County at its convenience, by written notice, may terminate this Agreement, in whole or in part. If this Agreement is terminated, the County shall be liable only for payment under the payment provisions of this Agreement for services rendered and accepted material received by the County before the effective date of termination.
- C. The County reserves the right to cancel the whole or any part of this Agreement due to failure of the Subgrantee to carry out any term, promise or condition of the Agreement. The County will issue a written ten (10) day notice of default to the Subgrantee for acting or failing to act any of the following, in the opinion of the County:
 - 1. Subgrantee provides personnel who do not meet the requirements of the Agreement;
 - 2. Subgrantee fails to adequately perform the stipulations, conditions, or services/specifications required in the Agreement;
 - 3. Subgrantee attempts to impose on the County personnel, materials, products, or workmanship that is not of an acceptable quality;
 - 4. Subgrantee fails to furnish the required service and/or product within the time stipulated in the Agreement;
 - 5. Subgrantee fails to make progress in the performance of the requirements of the Agreement and/or gives the County a positive indication that Subgrantee will not or cannot perform to the requirements of the Agreement.

V. ENFORCEMENT, LAWS AND ORDINANCES

This agreement shall be enforced under the laws of the State of Arizona. Subgrantee must comply with all applicable federal, state, and local laws, ordinances, and regulations. Subgrantee shall ensure payment of all taxes, licenses, permits, and other expenses of any nature associated with the provision of services herein. Subgrantee shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Subgrantee.

VI. INDEPENDENT CONTRACTOR

It is understood and agreed between the parties that Subgrantee is an independent CONTRACTOR in the performance of each and every part of this Subgrant and solely and personally liable for all labor in connection therewith not otherwise provided by CHSS staff or intern responsibilities, and that Subgrantee, on its own action, is not empowered to incur expenses or other obligations on behalf of CHSS. Subgrantee is solely responsible for the means, methods and manner of performing the services provided for under this Subgrant.

The Subgrantee is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Subgrantee should make arrangements to directly pay such expenses, if any. The County will not provide any insurance coverage to the Subgrantee including Workmen's Compensation coverage.

VII. MODIFICATIONS

This Agreement may only be modified by a written amendment signed by persons duly authorized to enter into Agreements on behalf of the County and the Subgrantee.

VIII. WAIVER

The failure of either party of this Agreement to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct.

IX. INDEMNIFICATION

Subgrantee shall indemnify, defend, save and hold harmless CHSS, its departments, agencies, boards, and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subgrantee or any of its owners, officers, directors, agents, employees or subSubgrantees. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Subgrantee to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Subgrantee from and against any and all claims. It is agreed that Subgrantee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Subgrantee agrees to waive all rights of subrogation against CHSS, its officers, officials, agents and employees for losses arising from the work performed by the Subgrantee for CHSS.

X. INSURANCE REQUIREMENTS:

As described in Exhibit D: Insurance and Indemnification Guidelines for State of Arizona Contracts, Professional Services Contracts (pages 10-14)

Subgrantee shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Subgrantee, his agents, representatives, employees or subSubgrantees.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. CHSS in no way warrants that the minimum limits contained herein are sufficient to protect the Subgrantee from liabilities that might arise out of the performance of the work under this contract by the Subgrantee, its agents, representatives, employees or subSubgrantees, and Subgrantee is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Subgrantee shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Damage to Rented Premises	\$ 50,000
• Each Occurrence	\$1,000,000

- a. The policy *shall include coverage for sexual abuse and molestation. This coverage may be sub-limited to no less than \$500,000. The limits may be included within the General Liability limit or provided by separate endorsement with its own limits or provided as separate coverage included with the professional liability. (Note: an affirmative coverage statement such as this should be required for Human and Social Services contracts.)*

a.1. Coverage for Sexual Molestation and Abuse must not be excluded for the entity. (Note: Alternative for contracts not requiring close physical contact/presence with adults/children.)

- b. Subgrantee must provide the following statement on their Certificate(s) of Insurance as provided for in Part E: Sexual Abuse/Molestation coverage is included. (Human/Social Services)

b.1. Subgrantee must provide the following statement on their Certificates(s) of insurance as provided for in Part E: Sexual Abuse/Molestation coverage is not excluded. (Other Subgrantees)

- c. The policy shall be endorsed to include the following additional insured language: ***“CHSS, its departments, agencies, boards, and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Subgrantee.”*** Such additional insured shall be covered to the full limits of liability purchased by the Subgrantee, even if those limits of liability are in excess of those required by this Contract.
- d. Policy shall contain a waiver of subrogation endorsement in favor of CHSS, its departments, agencies, boards, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Subgrantee.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000
 - a. The policy shall be endorsed to include the following additional insured language: ***"CHSS, its departments, agencies, boards, and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Subgrantee, involving automobiles owned, leased, hired or borrowed by the Subgrantee."*** Such additional insured shall be covered to the full limits of liability purchased by the Subgrantee, even if those limits of liability are in excess of those required by this Contract.
 - b. Policy shall contain a waiver of subrogation endorsement in favor of CHSS, its departments, agencies, boards, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Subgrantee.
 - c. Policy shall contain a severability of interests provision.

3. Worker's Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$1,000,000
 - Disease – Each Employee \$1,000,000
 - Disease – Policy Limit \$1,000,000
- a. Policy shall contain a waiver of subrogation endorsement in favor of CHSS, its departments, agencies, boards, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Subgrantee.
- b. This requirement shall not apply to: Separately, EACH Subgrantee or subSubgrantee exempt under A.R.S. § 23-901, AND when such Subgrantee or subSubgrantee executes the appropriate waiver (Sole Proprietor/Independent Subgrantee) form.

4. Professional Liability (Errors and Omissions Liability)

- Each Claim \$ 2,000,000
- Annual Aggregate \$ 2,000,000
- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Subgrantee warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. The policy shall cover professional misconduct or wrongful acts for those positions defined in the Scope of Work of this contract.
- c. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Subgrantee warrants that any retroactive coverage date shall be no later than the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed. (primarily for Healthcare related contracts)

- B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. The Subgrantee's policies shall stipulate that the insurance afforded the Subgrantee shall be primary insurance and that any insurance carried by the CHSS, its agents, officials or employees of CHSS shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
 2. Coverage provided by the Subgrantee shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. NOTICE OF CANCELLATION:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the Cochise County Procurement Department. Such notice shall be sent directly to **the Cochise County Procurement Department, 1415 Melody Lane, Building C, Bisbee, AZ 85603** and shall be sent by certified mail, return receipt requested.
- D. ACCEPTABILITY OF INSURERS:** Subgrantees insurance shall be placed with companies duly licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII or duly authorized to transact Workers' Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Subgrantee from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE:** Subgrantee shall furnish the Cochise County Procurement Department with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer on its behalf.
- All certificates and endorsements are to be received and approved by the Cochise County Procurement Department before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- All certificates required by this Contract shall be sent directly to the Cochise County Procurement Department. The contract number and project description shall be noted on the certificate of insurance. The Cochise County Procurement Department reserves the right to require complete, copies of all insurance policies required by this Contract at any time.
- F. SUBSUBGRANTEES:** Subgrantees' certificate(s) shall include all subSubgrantees as insureds under its policies **or** Subgrantee shall furnish to the Cochise County Procurement Department separate certificates and endorsements for each subSubgrantee. All coverages for subSubgrantees shall be subject to the minimum requirements identified above.

- G. **APPROVAL AND MODIFICATION:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Cochise County Procurement Department. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Subgrantee or sub-Subgrantee(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Subgrantee or sub-Subgrantee(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

XI **CONFIDENTIALITY**

Subgrantee will not disclose or use, either during or after the term of this Subgrant, any nonpublic proprietary or confidential information about participants, CHSS, any other subgrantees or partner organizations without prior written permission, except to the extent necessary to perform services described in Exhibit A, Scope of Work. Subgrantee will not reproduce such data except as necessary to the performance of this agreement. Subgrantee shall securely store and safeguard such information at all times and will comply with the Data Protection Act and any other legal requirements. Subgrantee shall not be restricted in using any material which is publicly available, already in Subgrantee's possession or known to Subgrantee without restriction or which is rightfully obtained by Subgrantee will ensure full compliance with all HIPPA provisions.

XII. **MISCELLANEOUS PROVISIONS**

- A. No assignment of this Agreement or sub-agreement shall be made by the Subgrantee with any other party for furnishing any of the services herein contracted for without the advance written approval of the Procurement Department. All sub-Subgrantees shall comply with Federal and State laws and regulations which are applicable to the services covered by the sub-agreement and shall include all the terms and conditions set forth herein which shall apply with equal force to the sub-agreement, as if the sub-Subgrantee were the Subgrantee referred to herein. The Subgrantee is responsible for Agreement performance whether or not sub-Subgrantees are used.
- B. The Subgrantee shall establish and maintain procedures and controls that are acceptable to CHSS for the purpose of assuring that no information contained in its records or obtained from CHSS or from others in carrying out its functions under the Agreement shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Agreement. Persons requesting such information must be referred to CHSS.
- C. All services, information, computer program elements, reports, and other deliverables which may have a potential patent or copyright value and which are created under this Agreement shall be the property of CHSS and shall not be used by the Subgrantee or any other person except with the prior written permission of CHSS.
- D. This Agreement is subject to the provisions of A.R.S. Sec. 38-511 and A.R.S. 11-952.
- E. The Subgrantee shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable Federal regulations under the Act.

XIII. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

Subgrantee hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Subgrantee's employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The Subgrantee shall further ensure that each sub-Subgrantee who performs any work for the Subgrantee under this Agreement likewise complies with the State and Federal Immigration Laws.

CHSS shall have the right at any time to inspect the books and records of the Subgrantee and any sub-Subgrantee in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of the Subgrantee's or any sub-Subgrantee's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Agreement subjecting the Subgrantee to penalties up to and including suspension or termination of this Agreement. If the breach is by a sub-Subgrantee, and the sub-agreement is suspended or terminated as a result, the Subgrantee shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the sub-agreement or retain a replacement sub-Subgrantee, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

The Subgrantee shall advise each sub-Subgrantee of CHSS's rights, and the sub-Subgrantee's obligations, under this Section by including a provision in each sub-agreement substantially in the following form:

"The sub-Subgrantee hereby warrants that it will at all times during the term of this Agreement comply with all federal laws applicable to the sub-Subgrantee's employees and with the requirements of A.R.S. §23-214(A). The sub-Subgrantee further agrees that the County may inspect the sub-Subgrantee's books and records to insure that the sub-Subgrantee is in compliance with these requirements. Any breach of this paragraph by the sub-Subgrantee will be deemed to be a material breach of this Agreement subjecting the sub-Subgrantee to penalties up to and including suspension or termination of this Agreement."

Any additional costs attributable directly or indirectly to remedial action under this Section shall be responsibility of the Subgrantee. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of the Subgrantee's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which the Subgrantee shall be entitled to an extension of time, but not costs.

XIV. FOREIGN INVESTMENT AND BUSINESS OPERATIONS:

By signing this agreement Subgrantee certifies that it does not have scrutinized business operations in Iran and Sudan as per A.R.S sec. 35-297.

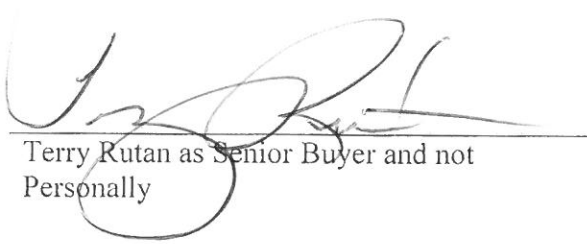
This Agreement represents the entire agreement between the COUNTY and the SUBGRANTEE relating to this requirement and shall prevail over any and all previous verbal and written agreements.

SUBGRANTEE:

APPROVED BY:



Authorized Signature
Dr. Eric Schindler, CEO



Terry Rutan as Senior Buyer and not
Personally

EXHIBITS

- A1 Scope of Work – Subgrantee
- A2 Scope of Work – ADHS MIECHV Grant
- B Fee Schedule/Payment Terms
- C CHSS Responsibilities-Administration
- D *Insurance and Indemnification Guidelines for State of Arizona
Contracts, Professional Services Contracts (pages 10-14)*
- E Subgrantee Invoice Template

EXHIBIT A1 – SCOPE OF WORK - SUBGRANTEE

The scope of work contributing to the MIECHV Grant (Exhibit A2) performed by the Subgrantee is as follows: **Provide assessment and referral of families for home visiting services, as outlined in Section 2.1.6 of the MIECHV Scope of Work (Exhibit A2).** Referrals shall be made equally to and evenly distributed among all Cochise Strong Families Home Visiting Collaboration member agencies/programs, according to each program's eligibility and services, and based on participant family needs. Subgrantee staff funded under this agreement will work in collaboration with Strong Families Coordinator, employed by CHSS, to ensure that referrals are equally distributed.

EXHIBIT A2 – SCOPE OF WORK –

ADHS MATERNAL INFANT EARLY CHILDHOOD HOME VISITING

Definitions

1. "ACA" refers to the Affordable Care Act.
2. "ADE" refers to the Arizona Department of Education.
3. "ADES" refers to the Arizona Department of Economic Security.
4. "ADHS" refers to the Arizona Department of Health Services.
5. "Community Coordinator" for the purpose of this document means the individual who is responsible for the community development, outreach, and coordination of local Home Visiting Services to a designated service area.
6. "Data" for the purpose of this document means the material gathered during the course of an evaluation which serves as the basis for information, discussion and inference.
7. "HRSA" refers to Health Resources and Services Administration.
8. "MIECHV" is the Maternal, Infant, and Early Childhood Home Visiting Program.
9. "Model Implementers" for the purpose of this document refers to the party overseeing the implementation of a particular evidence based home visiting model at a funded site. In some cases this maybe a separate entity from the entity providing services at the site.
10. "Priority Populations" for the purpose of this document refers to the Priority Populations outlined by HRSA including but not limited to; have low incomes; are pregnant women who have not attained age twenty-one (21); have a history of child abuse or neglect or have had interactions with child welfare services; have a history of substance abuse or need substance abuse treatment; are users of tobacco products in the home; have, or have children with, low student achievement; have children with developmental delays or disabilities; are in families that include individuals who are serving or have formerly served in the armed forces, including such families that have members of the armed forces who have had multiple deployments outside of the United States.
11. "State Program Manager" for the purpose of this document means the individual who is responsible for the fiscal and administrative oversight of the ACA MIECHV grant, including oversight of the Subgrantees to ensure that the State is in compliance with all grant requirements.
12. "Sites" for the purpose of this document means the individual sites chosen by the Inter Agency Leadership Team (IALT) to implement the evidence based model.
13. "Target Communities" for the purpose of this document refers to communities which are identified by the MIECHV program as needing further information and support to either initiate home visiting services or strengthen collaboration amongst home visiting programs.
14. "Task Force" refers to the Early Childhood Home Visiting Task Force.
15. "Website" for the purpose of this document means the Strong Families AZ website is to be utilized.

B. Background

The ADHS Bureau of Women's and Children's Health (BWCH) supports efforts to improve the health of Arizona women and children. Within BWCH, the Office of Children's Health supports the increased focus within the state and nation on the importance of early childhood programs. It also supports enhanced integration of existing children's programs both within ADHS and among other state and federal agencies and BWCH's outside partners. The Office of Children's Health within BWCH administers the ACA MIECHV federal grant.

In October 2009, the Arizona Early Childhood Development and Health Board, also known as First Things First (FTF), along with the ADHS, ADES, ADE, and community providers of home visiting services convened a Task Force.

The purpose of the Task Force was to define a system-wide strategy for the future development and delivery of quality home visiting services throughout Arizona. After several meetings, the Task Force produced a plan, titled The Vision for Early Childhood Home Visiting Services in Arizona. The Plan hoped to provide a pathway for delivery of consistent, high quality home visiting services in the context of Arizona's statewide early childhood development and health system.

While the Task Force was a start for Arizona; when the ACA MIECHV statute was passed, ADHS convened a meeting of the state agencies that provide early childhood home visiting to begin work on the grant opportunity. Included in this group was representation from the Title V agency and the state's Single State Agency for Substance Abuse, which are housed within the ADHS; the state's Head Start Collaboration Director who is a part of the ADE; the state's Title II agency, the ADES, which serves as the state's child care and child welfare agency; the Intertribal Council of Arizona; and senior management from Arizona's Early Childhood Development and Health Board. This group is now referred to as the Interagency Leadership Team (IALT). These agencies are Early Childhood Comprehensive System stakeholders and several members whom served on Project LAUNCH's State Advisory Council.

These agencies committed to work together on the process of developing a statewide system of home visiting. The approach was founded on a commitment to make decisions together that guided the needs assessment process, the development of the Updated Plan and built on the earlier plan for early childhood home visiting in a concerted effort to best serve the most at-risk families of Arizona.

While many of the identified communities are ready for implementation, some are not at this stage. However, some of the very communities who are at greatest risk often lack the local infrastructure that would make them good candidates for home visiting programs. Strategies must be developed to support local communities to:

1. Map community assets.
2. Identify service gaps.
3. Coordinate service delivery.
4. Share resources and information.
5. Efficiently refer community members across programs.

C. Objective

To provide financial support for a Home Visiting Coordinator in a "targeted community," in this case Cochise County. This position will coordinate home visiting services with local agencies, identify and facilitate professional development opportunities, and facilitate communication by sharing information and resources.

D. Tasks

The Grantee (CHSS) shall:

1. Fund a part-time position in the Cochise County to serve as a Home Visiting Coordinator for the area.

2. The Home Visiting Coordinator shall:

2.1 Build a local home visiting infrastructure to include but not limited to the following:

- 2.1.1 Develop a coalition action plan in collaboration with local partners within ninety (90) days of being hired as a Community Coordinator;
- 2.1.2 Assist Cochise County in identifying successful strategies to develop local infrastructure for home visiting;
- 2.1.3 Develop comprehensive list of available local home visiting services; Identify the number, the location; their characteristics, strengths, and target populations;
- ~~2.1.4 Support local coalitions and develop additional coalitions as needed to support sustainable partnerships within Cochise County;~~
- 2.1.5 Act as Coordinator of the local Cochise Home Visiting Collaboration: Set up meetings, recruit new members, and support the Collaboration's mission and work;
- 2.1.6 Create and strengthen the referral system within the community; provide outreach to community organizations to market home visiting programs and services. Provide assessment and referral of individual families to appropriate home visiting programs; Referrals shall be made equally to and evenly distributed among all Cochise Home Visiting Collaboration member agencies/programs, according to each program's eligibility and services, and based on participating family needs.
- 2.1.7 Strengthen or establish linkages and referral protocols among home visiting programs and community based providers;
- 2.1.8 Explore the possibility of creating shared full-time positions among local agencies so that therapists (i.e., speech, Physical Therapist (PT), Occupational Therapist (OT)) will have adequate work and sufficient salary to support a move to the area; and
- 2.1.9 Explore teledentistry and telemedicine options for the community.

2.2 Establish Communication Pathways

- 2.2.1 Improve community collaboration by developing written and verbal communications (including the "website") to positively promote, inform, and educate the public regarding home visiting;
- 2.2.2 Create the local community component of the home visiting website to include but not be limited to meeting information, local trainings, and links to resources; and
- 2.2.3 Promote community acceptance of home visiting and referrals for home visiting through outreach and marketing activities.

2.3 Professional Development

- 2.3.1 Identify training needs with input from the Cochise Home Visiting Collaboration complete MIECHV TEMPLATE FOR COURSE DEVELOPMENT (Exhibit Three (3)), plan and advertise training, evaluate training;
- 2.3.2 Work with BWCH to schedule training that is needed locally, either in person or utilizing web based trainings;
- 2.3.3 Annually develop up to five (5) trainings;
- 2.3.4 Coordinate efforts between local home visiting and social service programs, and work with them to establish professional development opportunities;
- 2.3.5 Research online training opportunities and list on the website;
- 2.3.6 Work with local community colleges and universities to bring additional training to the community;
- 2.3.7 Explore the possibility of providing scholarship grants to support professional training for local residents; and
- 2.3.8 Establish cultural competency training for local home visitors and service providers.

2.4 Funding

- 2.4.1 Work with FTF to leverage funding and support community sustainability; and
- 2.4.2 Support the Cochise Home Visiting Collaboration to collectively position itself for grant funding by developing grant materials in advance and utilizing the Home Visiting Coordinator to research grant websites.

E. Requirements

1. The Health and Human Services (HHS) Appropriations Act requires that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments, shall clearly state the percentage of the total costs of the program or project which will be financed with Federal money, the dollar amount of Federal funds for the project or program, and percentage and a dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

D. Reference Documents (on file at ADHS)

1. Arizona's Maternal, Infant and Early Childhood Updated Plan.
2. Monthly Progress Report Forms.
3. Other required forms (upon completion by ADHS).

E. Approvals

1. Printed materials shall be submitted to CHSS who will submit to the MIECHV Community Coordinator and approved before release.
2. Trainings shall be approved by CHSS who will obtain approval from the MIECHV Community Coordinator before implemented.

F. Deliverables

The Grantee (CHSS) shall:

1. Prepare and submit a monthly Subgrantee's Expenditure Report (Exhibit One (1)), by the fifteenth of the following month in accordance with the established budget;
2. Prepare and submit a Monthly Agency Report (Exhibit Two (2)), by the fifteenth of the following month in accordance with the established guidelines of this Agreement
3. Submit sign in sheets and MIECHV TEMPLATE FOR COURSE DEVELOPMENT (Exhibit Three (3)) for up to five (5) trainings annually in the month following the training. This should be submitted with the monthly updates.
4. Submit a coalition action plan within ninety (90) days of beginning of the Agreement (Exhibit Four (4)).
5. Submit minutes of monthly coalition meetings by the fifteenth of the month following the meeting.
6. Ensure monthly program updates have been uploaded on the strongfamiliesaz.com web page.
7. Provide a list of local resources for home visitors to be submitted with the Monthly Agency Report.

Submittals shall be sent by the CHSS Grantee to the ADHS MIECHV Community Coordinator.

AGREEMENT NO. 16-28-HEA-03

EXHIBIT B
FEE SCHEDULE/PAYMENT TERMS

CHSS will pay Subgrantee in an amount not to exceed a sum of \$7,850.00 to provide services as described in **Exhibit A, Scope of Services**.

Subgrantee will submit an invoice for Home Visiting Collaboration Services to CHSS within fifteen calendar days following the end of each month for the work performed and/or expenses incurred for that month. The invoice will include an invoice number, the dates covered by the invoice and a line-item breakdown of permissible expenses incurred. Invoice will be submitted according to the **Invoice Template in Exhibit E**.

CHSS agrees to pay Subgrantee all properly documented invoices for accepted work within two weeks *from receipt of payment from ADHS*. A detailed listing of expenses to be reimbursed by CHSS to Subgrantee shall be included with each invoice. *Subgrantee shall only be reimbursed the amount of dollars actually spent by the Subgrantee*. Subgrantee, on its own action, is not authorized to incur expenses or obligation on behalf of CHSS. Subgrantee assumes sole responsibility for reimbursement to CHSS of a sum of money equivalent to the amount of any expenditures from funds allocated to Subgrantee that were not made in compliance with the provisions of this Subgrant. Subgrantee agrees to permit CHSS and/or independent auditors' access to its records and financial statements as necessary for CHSS to comply with the requirement of all Generally Accepted Auditing Standards (GAAS). This Subgrant is subject to ongoing availability of all funding source. A reduction, delay or elimination of funding may, in turn, result in CHSS delaying payment to the Subgrantee, reducing payment to the Subgrantee commensurate with reduction in scope work, and/or terminating this Subgrant.

EXHIBIT C

CHSS RESPONSIBILITIES

Administration

The Prevention Services Director for CHSS will be responsible for monitoring this Subgrant including, but not limited to review of monthly service, performance and claim reporting, review of monthly financial reporting and reimbursement requests; review of family/child files and documentation and on site monitoring of quality service delivery processes. All monitoring will be done upon request of the CHSS Prevention Services Director and/or the CHSS Financial Department Manager. At its discretion, CHSS may require corrective action when it is determined that the Subgrantee is out of compliance with the terms of the Subcontract or is not provided services as outlines in the proposal for services as contractually required by MIECHV. In the event of a dispute under this Subgrant, the parties agree to make a good faith attempt to resolve the dispute prior to taking any formal action.

Regular Board of Supervisors Meeting**Meeting Date:** 03/22/2016

March Into Books

Submitted By: Ray Falkenberg, Health & Social Services**Department:** Health & Social Services**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature NOT Required**# of ORIGINALS** 0**Submitted for Signature:****NAME**
of PRESENTER: na**TITLE**
of PRESENTER: na**Mandated Function?:** Not Mandated**Source of Mandate**
or Basis for Support?:

You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

Information**Agenda Item Text:**

Approve an award from First Things First in the amount of \$2,000 to Cochise Health & Social Services on behalf of the Cochise Strong Families Home Visiting Collaboration (CSFC) to buy books for CSFC "March Into Books" events.

Background:

ADHS MIECHV funds coordination services for a collaboration of maternal & child health home visiting programs in Cochise County. The Cochise Strong Families Home Visiting Collaboration conducts a variety of marketing and training events to recruit families to enroll in home visiting and to promote positive child development and parent-child interaction. It is the mission of the Cochise First Things First Regional Council to help prepare children to be fully ready to enter school by age five. Due to their similar goals, CSFC and FTF have partnered to conduct two community events to promote reading for children under age five. CSFC (funded through ADHS MIECHV) will fund staff time, volunteer recruitment, venue costs and related event supplies. FTF will fund the purchase of books – one book for every child who attends an event. The events will include volunteers reading to children and a book bag containing a book and resource materials for every child.

Two "March Into Books" events are planned:

Friday, March 11 @ 10-12noon at Airport Park in Douglas

Thursday, March 25 @ 9-11:30am at Tompkins Park, Sierra Vista

Department's Next Steps (if approved):

Conduct scheduled events.

Impact of NOT Approving/Alternatives:

Without approval of this funding, approximately 300 families will not receive books for their children under age five, in order to encourage parents to help their children develop an interest in learning to read.

To BOS Staff: Document Disposition/Follow-Up:

No action required following approval.

Budget Information

Information about available funds

Budgeted: ☒**Funds Available:** ☐**Amount Available:****Unbudgeted:** ☐**Funds NOT Available:** ☐**Amendment:** ☐**Account Code(s) for Available Funds**

1:

Fund Transfers

Fiscal Year: 2016

One-time Fixed Costs? (\$\$\$): 0

Ongoing Costs? (\$\$\$): 0

County Match Required? (\$\$\$): 0

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 0

Source of Funding?: Award

Fiscal Impact & Funding Sources (if known):

None

Attachments

Exec Summary

SV PO

Douglas PO

SV Quote

Douglas Quote

T&Cs

Executive Summary Form

Agenda Number: HLT (Maternal, Infant and Child Home Visiting)

Recommendation:

Approve a FIRST THINGS FIRST award of \$2,000 to CHSS on behalf of the Cochise Strong Families Home Visiting Collaboration (CSFC) to buy books for CSFC “March Into Books” events.

HISTORY

ADHS MIECHV funds coordination services for a collaboration of maternal & child health home visiting programs in Cochise County. The Cochise Strong Families Home Visiting Collaboration conducts a variety of marketing and training events to recruit families to enroll in home visiting and to promote positive child development and parent-child interaction. It is the mission of the Cochise First Things First Regional Council to help prepare children to be fully ready to enter school by age five. Due to their similar goals, CSFC and FTF have partnered to conduct two community events to promote reading for children under age five. CSFC (funded through ADHS MIECHV) will fund staff time, volunteer recruitment, venue costs and related event supplies. FTF will fund the purchase of books – one book for every child who attends an event. The events will include volunteers reading to children and a book bag containing a book and resource materials for every child.

Two “March Into Books” events are planned:

Friday, March 11 @ 10-12noon at Airport Park in Douglas

Thursday, March 25 @ 9-11:30am at Tompkins Park, Sierra Vista

Fiscal Impact & Funding Sources:

This is a grant-funded, one-time, fixed price award from the First Things First Cochise Regional Council for \$2,000 to buy books for two specific events to be held in March, 2016. There is no impact on the County budget.

Your approvals are respectfully requested.

Impact of Not Approving:

Without approval of this funding, approximately 300 families will not receive books for their children under age five, in order to encourage parents to help their children develop an interest in learning to read.



ARIZONA STATE CONTRACT

PURCHASE ORDER

Purchase Order No.: ADSP016-125965
Organizational Reference No.: PO0000083038
Issued: 02/29/2016

V E N D O R	Vendor Number: 000015299
	Cochise Health and Social Services
	1415 Melody Lane
	Building A
	Bisbee, AZ 85603

Title: March Into Books Sponsorship

The following documents make up the Contract
and are incorporated herein by reference.

PO Terms & Conditions
CochiseHealthSocialSvs-SV-Quote.pdf

S H I P T O	State of Arizona SARAH FURNAS 77 CALLE PORTAL, STE B140 SIERRA VISTA, AZ 85635 US Email: sfurnas@aztf.gov (520) 378-3280
	MAIL INVOICE IN DUPLICATE TO: State of Arizona Early Childhood Development and Health Board AZTF Accounting 4000 N Central Ave 8th Floor Phoenix, AZ 85012 US Email: dpingleton@aztf.gov (602) 771-5044

Open Market Instructions
TERMS AND CONDITIONS set forth in our Bid, Quotation, or Purchase Order are incorporated herein by reference and become a part of this order.

Account Code: 2016--20843--COCH--CD2542--CD25420-7461---1000-----COMAWA----- CDA				Payment Terms:		
				Shipping Terms:		
				Delivery Calendar Day(s) A.R.O.: 0		
Item	Class-Item	Requisition	Quantity	Unit	Unit Price	Total
1	Class-Item 963-77 March Into Books event sponsorship - March 24, 2016, 9a-11a - Cyr Field Park, Sierra Vista Cochise health & Social Services Contact: Anica Lewis, 520.508.7860		1.00	EA	\$ 1,000.00	\$ 1,000.00

TOTAL: \$ 1,000.00

Approved By: Michelle Carmichael
Phone No.: (602) 771-5015



ARIZONA STATE CONTRACT

PURCHASE ORDER

Page 1 of 1

Purchase Order No.: ADSP016-125968
Organizational Reference No.: PO0000083053
Issued: 02/29/2016

V E N D O R	Vendor Number: 000015299
	Cochise Health and Social Services
	1415 Melody Lane
	Building A
	Bisbee, AZ 85603

Title: March Into Books-Douglas

The following documents make up the Contract
and are incorporated herein by reference.

PO Terms & Conditions
CochiseHealthSocialSvs-Douglas-Quote.pdf

S H I P T O	State of Arizona SARAH FURNAS 77 CALLE PORTAL, STE B140 SIERRA VISTA, AZ 85635 US Email: sfurnas@aztf.gov (520) 378-3280
	MAIL INVOICE IN DUPLICATE TO: State of Arizona Early Childhood Development and Health Board AZTF Accounting 4000 N Central Ave 8th Floor Phoenix, AZ 85012 US Email: dpingleton@aztf.gov (602) 771-5044

Open Market Instructions
TERMS AND CONDITIONS set forth in our Bid, Quotation, or Purchase Order are incorporated herein by reference and become a part of this order.

Account Code: 2016--20843--COCH--CD2542--CD25420-7461---1000-----COMAWA----- CDA				Payment Terms:		
				Shipping Terms:		
				Delivery Calendar Day(s) A.R.O.: 0		
Item	Class-Item	Requisition	Quantity	Unit	Unit Price	Total
1	Class-Item 963-77 March Into Books-Douglas event sponsorship - March 11, 2016, 10a-12n - Airport Park in Douglas, AZ.		1.00	EA	\$ 1,000.00	\$ 1,000.00

TOTAL: \$ 1,000.00

Approved By: Michelle Carmichael
Phone No.: (602) 771-5015



Cochise Health & Social Services

Public Programs...Personal Service

www.cochise.az.gov

MARY GOMEZ, RN, MN
DIRECTOR

January 25, 2016

Attn: First Things First Regional Partnership Council

Cochise Health & Social Services is requesting funding in the amount of \$1,000 for the Cochise Strong Families Collaboration event March Into Books. This event will take place on March 24th 2016 from 9:00 am to 11:30 am in Sierra Vista, Arizona at Cyr Field Park. The event will feature an interactive walk promoting family engagement, school readiness, and physical activity. Funds will be used to purchase books to giveaway to each child present at all March Into Books Events taking place in 2016 in Cochise County. Following the event the Cochise County Strong Families Coordinator will provide feedback detailing the success of the event and home visitation program enrollment outcomes.

On behalf of Cochise County and the Cochise Strong Families Collaboration we thank you for your consideration, possible sponsorship, and support of early literacy, family engagement, school readiness, and health of children and families residing in Cochise County.

Very Respectfully,

Anica Lewis
1415 Melody Lane, Building A
Bisbee, Arizona 85603
alewis@cochise.az.gov
Mobile: 520-508-7860

Main Office 1415 Melody Lane, Bldg. A Bisbee, AZ 85603 520-432-9400 520-432-9480 fax health@cochise.az.gov	Benson 126 W. 5 th St. Benson, AZ 85602 520-586-8200 520-586-2051 fax	Douglas 1012 N. G. Ave., Ste. 101 Douglas, AZ 85607 520-805-5600 520-364-5453 fax	Sierra Vista 4115 E. Foothills Dr. Sierra Vista, AZ 85635 520-803-3900 520-459-8159 fax	Wilcox 450 S. Haskell Ave. Wilcox, AZ 85643 520-384-7100 520-384-0309
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------



Cochise Health & Social Services

Public Programs...Personal Service

www.cochise.az.gov

MARY GOMEZ, RN, MN
DIRECTOR

January 25, 2016

Attn: First Things First - Cochise Regional Partnership Council

Cochise County is requesting funding in the amount of \$1,000 for the Cochise Strong Families Collaboration event March Into Books. This event will take place on March 11th 2016 from 10:00 am to 12:00 pm at Airport Park in Douglas, Arizona. The event will feature an interactive walk promoting family engagement, school readiness, and physical activity. Funds will be used to purchase books to giveaway to each child present at all March Into Books Events taking place in 2016 in Cochise County. Following the event the Cochise County Strong Families Coordinator will provide feedback detailing the success of the event and home visitation program enrollment outcomes.

On behalf of Cochise County and the Cochise Strong Families Collaboration we thank you for your consideration, possible sponsorship, and support of early literacy, family engagement, school readiness, and health of children and families residing in Cochise County.

Very Respectfully,

Anica Lewis
1415 Melody Lane, Building A
Bisbee, Arizona 85603
alewis@cochise.az.gov
Mobile: 520-508-7860

Main Office 1415 Melody Lane, Bldg. A Bisbee, AZ 85603 520-432-9400 520-432-9480 fax <u>health@cochise.az.gov</u>	Benson 126 W. 5 th St. Benson, AZ 85602 520-586-8200 520-586-2051 fax	Douglas 1012 N. G. Ave., Ste. 101 Douglas, AZ 85607 520-805-5600 520-364-5453 fax	Sierra Vista 4115 E. Foothills Dr. Sierra Vista, AZ 85635 520-803-3900 520-459-8159 fax	Willcox 450 S. Haskell Ave. Willcox, AZ 85643 520-384-7100 520-384-0309
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------

STATE OF ARIZONA
PURCHASE ORDER TERMS AND CONDITIONS

1. **Modification.** No modification of the purchase order shall bind Buyer unless Buyer agrees to the modification in writing.
2. **Packing and Shipping.** Seller shall be responsible for industry standard packing which conform to requirements of carriers' tariffs and ICC regulations. Containers must be clearly marked as to lot number, destination address and purchase order number.
3. **Title and Risk of Loss.** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually received the goods at the point of delivery.
4. **Invoice and Payment.** A separate invoice shall be issued for each shipment. No invoice shall be issued prior to shipment of goods and no payment will be made prior to receipt of goods and correct invoice. Payment due dates, including discount periods, will be computed from date of receipt of goods or date of receipt of correct invoice (whichever is later) to date Buyer's warrant is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment shall be subject to the provisions of Title 35 of Arizona Revised Statutes. The Buyer's obligation is payable solely from funds appropriated for the purpose of acquiring the goods or services referred to in this Purchase Order.
5. **Inspection.** All goods are subject to final inspection and acceptance by Buyer. Material failing to meet the requirements of this Purchase Order will be held at Seller's risk and may be returned to Seller. If so returned, the cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses are the responsibility of the Seller.
6. **No Replacement of Defective Tender.** Every tender of goods must fully comply with all provisions of Purchase Order as the time of delivery, quantity, quality and the like. If a tender is made which does not fully conform, it shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
7. **Force Majeure.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or conditions of the Purchase Order are delayed or prevented by any cause not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, that party is unable to prevent.
8. **Gratuities.** The Buyer may, by written notice to the Seller, cancel this Purchase Order if it is found by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the State of Arizona with a view toward securing an order or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with the respect to the performing, of such order. In the event this Purchase Order is cancelled by Buyer pursuant to this provision, Buyer shall be entitled in addition to any other rights and remedies to recover or withhold from the Seller the amount of the gratuity.
9. **Warranties.** Seller warrants that all goods delivered under this Purchase Order will conform to the requirements of this Purchase Order (including all applicable descriptions, specifications, drawings and samples) will be free from defects in material and workmanship and will be free from defects in design and fill for the intended purposes. Any inspection or acceptance of the goods by Buyer shall not alter or affect the obligations of Seller or the right of Buyer under the foregoing warranties.
10. **Assignment – Delegation.** No right or interest in this Purchase Order shall be assigned by Seller without the written permission of Buyer, and no delegation of any duty of Seller shall be made without permission of Buyer.
11. **Interpretation – Parole Evidence.** This Purchase Order is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Purchase Order. Acceptance or acquiescence in a course of performance rendered under this Purchase Order shall not be relevant to determine the meaning of this Purchase Order even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the Purchase Order the definition contained in the Code is to control.
12. **Non-Discrimination.** Seller agrees not to discriminate against any employee or applicant for employment in violation of the terms of Federal Executive Order 11246, State Executive Order No. 2009-09 and A.R.S. Section 41-1461 et seq.
13. **Indemnity.** Seller agrees to indemnify and save the Buyer harmless from any loss, damage or expense whatsoever resulting to the Buyer from any and all claims and demands on account of infringement or alleged infringement of any patent in connection with the manufacture or use of any product included in this Purchase Order and upon written request Seller will defend at its own cost the expense any legal action or suit against the Buyer involving any such alleged patent infringement, and will pay and satisfy any and all judgments or decrees rendered in any against such legal actions or suits. Seller will indemnify Buyer against all claims for damages to person or property resulting from defects in materials or workmanship.
14. **Liens.** All goods delivered and labor performed under this Purchase Order shall be free of all liens, and if Buyer requests, a formal release of all liens will be delivered to Buyer.
15. **Contract Number.** If an Arizona contract number appears on the face of this Purchase Order, the terms of that contract are incorporated herein by this reference.
16. **Taxes.** The State of Arizona is exempt from Federal Excise Tax.
17. **Conflict of Interest.** Pursuant of A.R.S. Section 38-511 this Purchase Order is subject to cancellation by the Buyer if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state is, at any time while the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.
18. **Remedies and Applicable Law.** This Purchase Order shall be governed by, and Buyer and Seller shall have all remedies afforded each by, the Uniform Commercial Code as adopted in the State of Arizona except as otherwise provided in this Purchase Order or in statutes pertaining specifically to the State. This Purchase Order shall be governed by the law of the State of Arizona, and suits pertaining to this Purchase Order may be brought only in the courts of the State of Arizona.
19. **Arbitration.** The parties must use arbitration as required by A.R.S. Section 12-1518.

Regular Board of Supervisors Meeting**Meeting Date:** 03/22/2016

Merit Commission Member Appointments

Submitted By: Kelley Jones, Human Resources**Department:** Human Resources**Presentation:** No A/V Presentation **Recommendation:** Approve**Document Signatures:** BOS Signature NOT Required **# of ORIGINALS Submitted for Signature:** 0**NAME of PRESENTER:** Julie Morales **TITLE of PRESENTER:** Human Resources Director**Docket Number (If applicable):****Mandated Function?:** Federal or State Mandate **Source of Mandate or Basis for Support?:** ARS 11.351**Information****Agenda Item Text:**

Approve the appointments of Eugene Sanders, Jennifer Ryan, Ludwig Kuttner, and Ana Urquijo to the Cochise County Merit Commission for four year terms from March 22, 2016 to March 22, 2020.

Background:

Cochise County Board of Supervisors adopted a county employee merit system. The Board of Supervisors shall appoint a county employee merit system commission to assist in administering the system. The commission shall consist of five members, each of whom shall hold office for a term of four years. Since 2002, the same Merit Commission members have served and have been reappointed to the Merit Commission. As of June of 2015, the Merit Commission has only had three members. No more than three of such members shall be from the same political party of which two are from the Independent party, one from the Democratic party and one from the Republican party.

Department's Next Steps (if approved):

Contact the Board approved Merit Commission members to let them know that they have been appointed and will need to contact the Clerk of the Board to complete the Oath.

Impact of NOT Approving/Alternatives:

The Merit Commission per the Cochise County Merit System Rules mandates that all classified designated positions within Cochise County shall consist of five members per ARS 11.351. Not approving this action would not provide the essential number of Merit Commission members to create a quorum and the Commission would not be able to adopt or reject appeal decisions brought to them by Cochise County employees and their due process rights would not be met.

To BOS Staff: Document Disposition/Follow-Up:

Board approved Merit Commission members must be sent the Oath by the Clerk of the Board to be officially a Merit Commission Member.

Attachments

No file(s) attached.

**Public Hearings 15.
Board of Supervisors**

Regular Board of Supervisors Meeting

Meeting Date: 03/22/2016

New Liquor License Sunmart 605 Series 10 Beer & Wine

Submitted By: Kim Lemons, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V **Recommendation:** Approve
Presentation

Document Signatures: BOS **# of ORIGINALS**
Signature **Submitted for Signature:**
NOT
Required

NAME Arlethe Rios **TITLE** Clerk of the Board
of PRESENTER: **of PRESENTER:**

Mandated Function?: Not **Source of Mandate**
Mandated **or Basis for Support?:**

Docket Number (If applicable):

Information

Agenda Item Text:

Approve a new liquor license application for a Series #10 (Beer & Wine) liquor license submitted by Mr. Randy Nations for Sunmart 605, located at 2521 W Business I-10 in San Simon, AZ 85632

Background:

Mr. Randy Nations has applied for a Series #10 (Beer & Wine) liquor license for Sunmart 605, located at 2521 W Business I-10 in San Simon, AZ 85632. The Sheriff's Office has no recommendation and the Treasurer's Office advised that the property taxes for the parcel in question are current. The Planning and Zoning Department has recommended approval of the application. There have been no formal protests to this liquor license.

The Environmental Health Division has no concerns with the issuance of the liquor license. The establishment will require licensure with Cochise County Environmental Health and they will notify the applicant with requirements to obtain the proper permits before operating the business.

Mr. Nations has paid the \$100.00 processing fee. Supporting documentation regarding this liquor license is attached.

Department's Next Steps (if approved):

Board staff will forward the Board's decision to the Arizona Department of Liquor License and Control.

Impact of NOT Approving/Alternatives:

A hearing on this application will be scheduled with the State Liquor Board.

To BOS Staff: Document Disposition/Follow-Up:

Send packet to ADLLC and copy of letter w/out attachments to applicant.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

[Application](#)

[Review Forms](#)

[Affidavit of Posting](#)



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007
www.azliquor.gov
(602) 542-5141

RECEIVED
COCHISE COUNTY
BOARD OF SUPERVISORS

2016 FEB -4 P 1:00

Application for Liquor License
Type or Print with Black Ink

SECTION 1 This application is for a:

- ☐ Interim Permit (Complete Section 5)
☒ New License (Complete Sections 2, 3, 4, 13, 14, 15, 16)
☐ Person Transfer (Complete Section 2, 3, 4, 12, 13, 14, 16)
☐ Location Transfer (Bars and Liquor Stores Only)
(Complete Section 2, 3, 4, 11, 13, 14, 16)
☐ Probate/ Will Assignment/ Divorce Decree
(Complete Sections 2, 3, 4, 9, 13, 14, 16)
(Fee not required)
☐ Government (Complete Sections 2, 3, 4, 10, 13, 16)
☐ Seasonal

SECTION 2 Type of Ownership:

- ☐ J.T.W.R.O.S. (Complete Section 6)
☐ Individual (Complete Section 6)
☒ Partnership (Complete Section 6)
☐ Corporation (Complete Section 7)
☐ Limited Liability Co (Complete Section 7)
☐ Club (Complete Section 8)
☐ Government (Complete Section 10)
☐ Trust (Complete Section 6)
☐ Tribe (Complete Section 6)
☐ Other (Explain) _____

SECTION 3 Type of license

LICENSE #

10023165

1. Type of License: Series 10 Beer & Wine Off-Sale

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE

A service fee of \$25 will be charged for all dishonored checks (A.R.S. § 44-6852)

SECTION 4 Applicants

1. Individual Owner/Agent's Name: Nations Randy D. P1002484
Last First Middle

2. Owner Name: Petroleum Wholesale LP B1031940
(Ownership name for type of ownership checked on section 2)

3. Business Name: Sunmart 605 B1063940
(Exactly as it appears on the exterior of premises)

4. Business Location Address: I-10 Exit 378 San Simon Arizona 85632 Cochise
(Do not use PO Box) Street City State Zip Code County

5. Mailing Address: P.O. Box 2502 Chandler Arizona 85244-2502
(All correspondence will be mailed to this address) Street City State Zip Code

6. Business Phone: 520-845-2251 Daytime Contact Phone: 480-730-2675

7. Email Address: _____

8. Is the Business located within the incorporated limits of the above city or town? ☐ Yes ☒ No

9. Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? ☐ Yes ☒ No

If Yes, what City, Town or Tribal Reservation is this Business located in: _____

10. Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only) \$ _____

Fees: <u>100</u>	Department Use Only <u>44</u>	\$ <u>144.00</u>
Application	Interim Permit	Total of All Fees
Is Arizona Statement of Citizenship & Alien Status for State Benefits complete? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Accepted by: <u>AP</u>	Date: <u>2/1/16</u>	License # <u>10023165</u>

SECTION 5 Interim Permit

- If you intend to operate business when your application is pending you will need an interim permit pursuant to ARS § 4-203.01
- There **MUST** be a valid license of the same type you are applying for currently issued to the location or for the replacement of a Hotel/Motel license with a Restaurant license pursuant to A.R.S. § 4-203.01.

1. Enter license number currently at the location: 07020042
2. Is the license currently in use? ☒ Yes ☐ No If no, how long has it been out of use? _____

Attach a copy of the license currently issued at this location to this application.

I, _____ declare that I am the CURRENT OWNER, AGENT, OR CONTROLLING
(Print Full Name) PERSON on the stated license and location.

X _____
(Signature)

State _____ County of _____
The foregoing instrument was acknowledged before me this

_____ day of _____
Day Month Year

My Commission Expires on: _____
Date (Signature of Notary Public)

SECTION 6 Individual, Partnership, J.T.W.R.O.S, Trust, Tribe Ownerships

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE, AN "APPLICANT" TYPE FINGERPRINT CARD AND \$22 PROCESSING FEE FOR EACH CARD.

Individual

Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code

Is any person other than above, going to share in profit/losses of the business? ☐ Yes ☐ No

If Yes, give name, current address, and telephone number of person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City	State	Zip Code	Phone #

Partnership

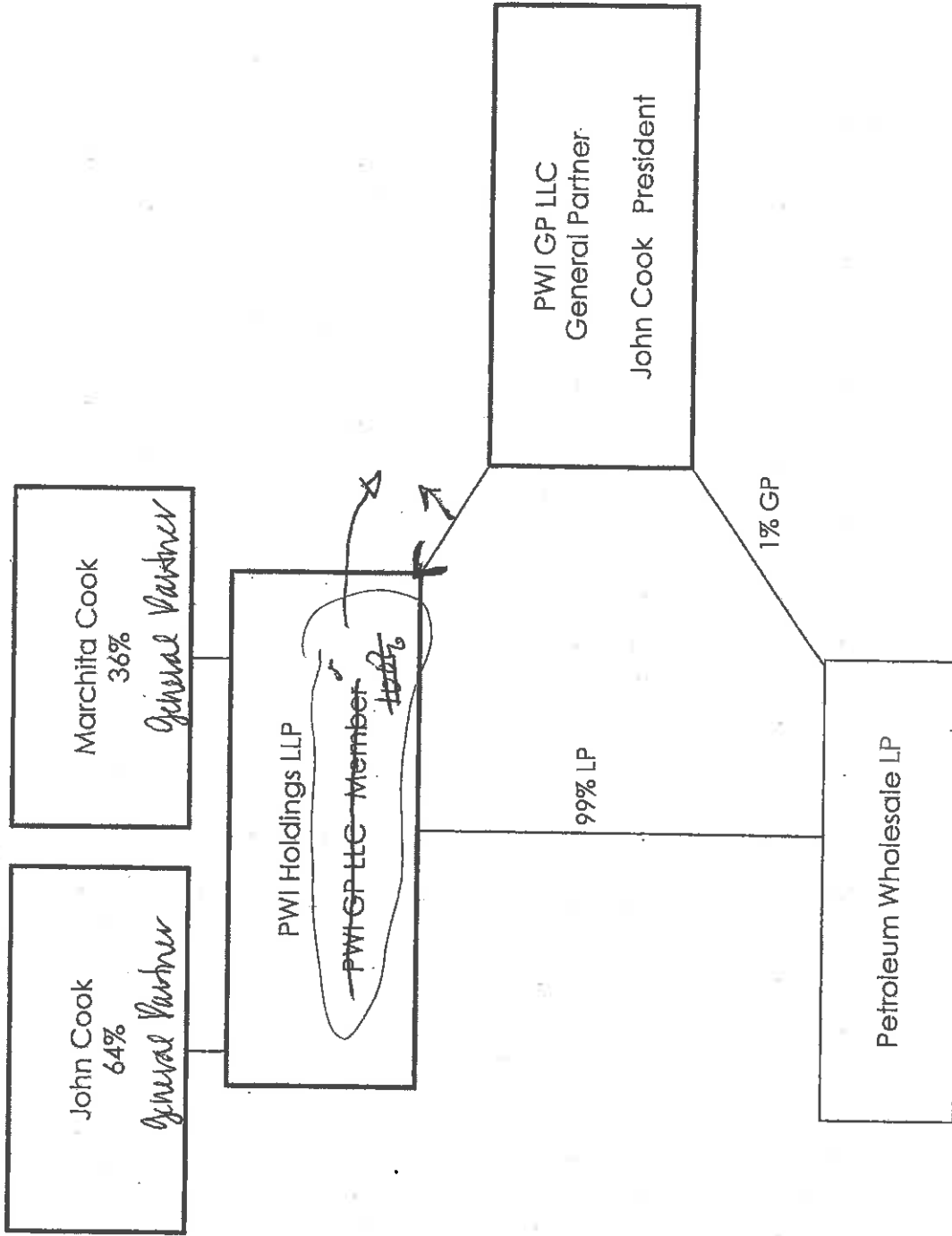
Name of Partnership: _____

General-Limited	Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code
<input type="checkbox"/> <input checked="" type="checkbox"/>	PWI Holdings LLP			99%	P.O. Box 4456	Houston, Texas	77210	
<input checked="" type="checkbox"/> <input type="checkbox"/>	PWI GP LLC			1%	P.O. Box 4456	Houston, Texas	77210	
<input type="checkbox"/> <input type="checkbox"/>								
<input type="checkbox"/> <input type="checkbox"/>								

J.T.W.R.O.S (Joint Tenant with Rights of Survivorship)

Name of J.T.W.R.O.S: _____

Last	First	Middle	Mailing Address	City	State	Zip Code



SECTION 6 - continued

TRUST

Name of Trust: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

TRIBE

Name of Tribal Ownership: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

SECTION 7 Corporations/ Limited Liability Co

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE AN "APPLICANT" TYPE FINGERPRINT CARD AND \$22 PROCESSING FEE FOR EACH CARD.

☐ **Corporation** Complete Questions 1, 2, 3, 4, 5, 6, and 7

☐ **L.L.C.** Complete Questions 1, 2, 3, 4, 5, 6, and 7

1. Name of Corporation/ L.L.C: _____

2. Date Incorporated/Organized: _____ State where Incorporated/Organized: _____

3. AZ Corporation or AZ L.L.C File No: _____ Date authorized to do Business in AZ: _____

4. Is Corp/L.L.C. Non Profit? ☐ Yes ☐ No

5. List Directors, Officers, Members in Corporation/L.L.C:

Last	First	Middle	Title	Mailing Address	City	State	Zip Code

(Attach additional sheet if necessary)

6. List all Stockholders / percentage owners who own 10% or more:

Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code

(Attach additional sheet if necessary)

7. If the corporation/ L.L.C are owned by another entity, attach an Organizational **FLOWCHART** showing the structure of the ownership. Attach additional sheets as needed in order to disclose the Officers, Directors, Members, Managers, Partners, Stockholders and percentage owners of those entities.

SECTION 8 Club Applicants

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE, AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____

2. Is Club non-profit? ☐ Yes ☐ No

3. List all controlling members (minimum of four (4) requested)

Last	First	Middle	Mailing Address	City	State	Zip Code

(Attach additional sheet if necessary)

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Liquor License

1. Current Licensee's Name: _____
(Exactly as it appear on the license) Last First Middle

2. Assignee's Name: _____
Last First Middle

3. License Type: _____ License Number: _____

ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE.

SECTION 10 Government (for cities, towns, or counties only)

1. Government Entity: _____

2. Person/Designee: _____
First Last Middle Day time Contact Phone #

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISE FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Location to Location Transfer: Series 6 Bar, Series 7 Beer & Wine Series 9 Liquor Stores only)

1. Current Business: Name: _____

Address: _____

(Exactly as it appears on license)

2. New Business: Name: _____

Address: _____

3. License Type: _____ License Number: _____

SECTION 12 Person to Person Transfer

Questions to be completed by Current Licensee (Bar and Liquor Stores Only- Series, 06, 07, and 09)

1. Individual Owner / Agent Name: _____ Entity: _____
Last First Middle (Individual, Agent, Etc)

2. Ownership Name: _____
(Exactly as it appears on license)

3. Business Name: _____
(Exactly as it appears on license)

4. Business Location Address: _____
Street City State Zip

5. License Type: _____ License Number: _____

6. Current Mailing Address: _____
Street City State Zip

7. Have all creditors, lien holders, interest holders, etc. been notified? ☐ Yes ☐ No

8. Does the applicant intend to operate the business while this application is pending? ☐ Yes ☐ No

If yes, complete Section 5 (Interim Permit) of this application; attach fee, and current license to this application.

9. I, (Print Full Name) _____ hereby authorize the department to process this Application to transfer the privilege of the license to the applicant provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, (Print Full Name) _____, declare that I am the **CURRENT OWNER, MEMBER, PARTNER STOCKHOLDER or LICENSEE** of the stated license. I have read the above Section 12 and confirm that all statements are true, correct, and complete.

X _____
(Signature of CURRENT Individual Owner/Agent)

NOTARY

State of _____ County of _____
State County

The foregoing instrument was acknowledged before me this _____ day of _____
Day Month Year

My commission expires on _____
Day/ Month/Year Signature of NOTARY PUBLIC

SECTION 13 Proximity to Church or School

Questions to be completed by all in-state applicants EXCLUDING those applying for a Series 5 Government, Series 11 Hotel/Motel, and Series 12 Restaurant licenses.

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02)
b) Hotel/motel license (§ 4-205.01)

- c) Government license (§ 4-205.03)
d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest School: 4224 Feet Name of School: Mountain View Christian School
(If less than one (1) mile note footage) Address: 2 Mountain View Rd. San Simon, AZ 85632
2. Distance to nearest Church: 4752 Feet Name of Church: First Baptist Church
(If less than one (1) mile note footage) Address: 2585 5th Street San Simon, AZ 85632

SECTION 14 Business Financials

1. I am the: ☒ Lessee ☐ Sub-lessee ☐ Owner ☐ Purchaser ☐ Management Company

2. If the premise is leased give lessors: Name: _____
Address: _____
Street City State Zip

3. Monthly Rent/ Lease Rate: \$ 16,800.00

4. What is the remaining length of the lease? Month to Month months
yrs

5. What is the penalty if the lease is not fulfilled? \$ _____ or other: Termination
(Give details-attach additional sheet if necessary)

6. Total money borrowed for the Business not including lease? \$ 0
Please List Lenders/People you owe money to for business.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip

(Attach additional sheet if necessary)

7. What type of business will this license be used for (be specific)?

Convenience Store and Gas Station

8. Has a license or a transfer license for the premises on this application been denied by the state with in the past (1) year? ☐ Yes ☒ No If yes, attach explanation.

9. Does any spirituous liquor manufacture, wholesaler, or employee have an interest in your business? ☐ Yes ☒ No

10. Is the premises currently license with a liquor license? ☒ Yes ☐ No

If yes, give license number and licensee's name:

License #: 07020042 Individual Owner /Agent Name: Randy D. Nations
(Exactly as it appears on license)

SECTION 15 Restaurant or hotel/motel license applicants

1. Is there an existing Restaurant or Hotel/Motel Liquor License at the proposed location? ☐ Yes ☐ No
 2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
 3. All Restaurant and Hotel/Motel applicants must complete a Restaurant Operation Plan form provided by the Department of Liquor Licenses and Control.
 4. As stated in A.R.S. § 4-205.02. (H) (2), a Restaurant is an establishment which derives at least forty (40) percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from sales of food and spirituous liquor on the licensed premises. By applying for this ☐ Restaurant ☐ Hotel/Motel, I certify that I understand that I must maintain a minimum of forty (40) percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit form with this application.
- _____
(Applicant's Signature)
5. I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing; specify why the extension is necessary; and the new inspection date you are requesting.

(Applicant's Initials)

SECTION 16 Diagram of Premises

Check ALL boxes that apply to your business:

- | | | |
|-----------------------------------------------------|----------------------------------------------------------|--------------------------------------------|
| <input checked="" type="checkbox"/> Entrances/Exits | <input checked="" type="checkbox"/> Liquor storage areas | Patio: <input type="checkbox"/> Contiguous |
| <input type="checkbox"/> Walk-up windows | <input type="checkbox"/> Drive-through windows | <input type="checkbox"/> Non Contiguous |

1. Is your licensed premises currently closed due to construction, renovation or redesign? ☐ Yes ☒ No
If yes, what is your estimated completion date? _____

Month/Day/Year

2. Restaurants and Hotel/Motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Place for diagram is on section 16 number 6.
3. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored on the premises unless it is a restaurant (see # 3 above).
4. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises such as parking lots, living quarters, etc.

As stated in A.R.S. § 4-207.01 (B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to the boundaries, entrances, exits, added or deleted doors, windows, service windows or increase or decrease to the square footage after submitting this initial diagram.

(Applicant's Initials)

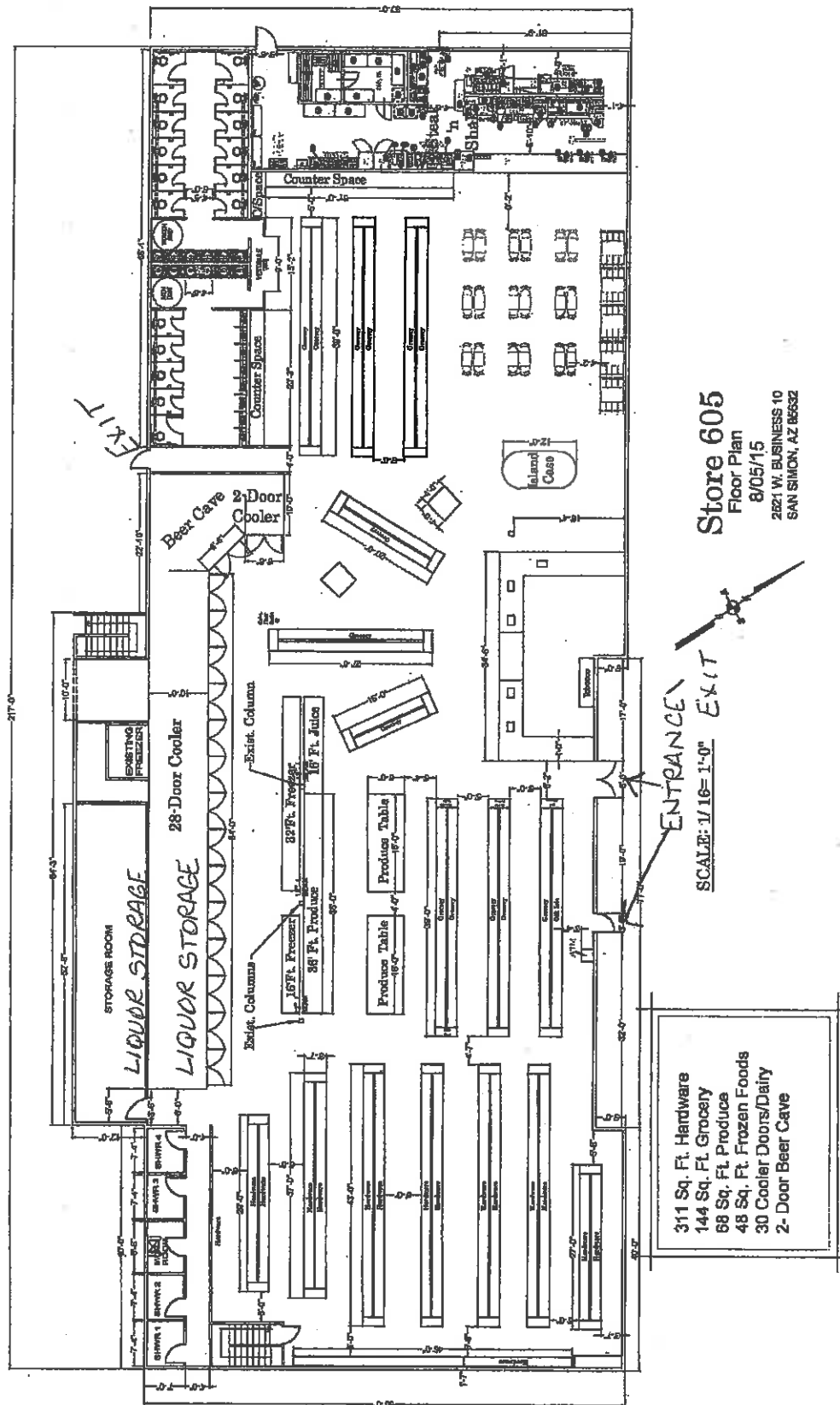
SECTION 16 Diagram of Premises – continued

6. On the diagram please show only the areas where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, hi-top tables, dining tables, dining chairs, dance floor, stage, game room, and the kitchen. DO NOT include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of the premises is attached to this application, please write the words "DIAGRAM ATTACHED" in the box provided for the diagram on the application.

DIAGRAM OF PREMISES

SEE ATTACHED



SECTION 17 SIGNATURE BLOCK

I, (Print Full Name) Randy D. Nations, hereby declare that I am the Owner/Agent filing this application as stated in Section 4 # 1. I have read this application and verify all statements to be true, correct and complete.

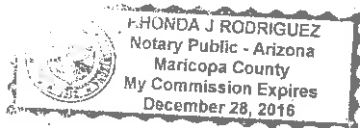
X (Signature) _____

Randy D. Nations

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

21st of January, 2016



My commission expires on: _____

Day _____ Month _____ Year _____

Rhonda J. Rodriguez
Signature of NOTARY PUBLIC

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

For internal use only:

- ☐ Restaurant/Hotel-Motel
☐ Club/Government
☐ Transfer of Premises

APPLICANT INFORMATION

Applicant Name: Randy D. Nations Address: 2521 W Business I-10
Business Name: Sunmart 605 City/Zip: San Simon, 85632
Liquor License #: 10023165 Parcel #: 303-05-010F
Ownership Type: LP Liquor License ☒ Special Event Liquor License ☐
Partner(s): LLC, LLP

TO BE COMPLETED BY THE PLANNING & ZONING DEPARTMENT

Please advise if, at the time the application was filed:

1. The premises for which the license is being applied for is within 300 horizontal feet of a church; or
2. The premises for which the license is being applied for is within 300 horizontal feet of a public or private school, or a fenced recreation area adjacent to a school building.

If so, please attach pertinent documentation and drawings or maps.

Comments: Proposed area not within 300 horizontal feet of a church, public or private school, or fenced recreation area adjacent to a school building.

Based on the above information, the Planning and Zoning
Department's recommendation to the Board of Supervisors is:

Approval



Disapproval



OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

Proper Zoning? Y ☒ N ☐

Use permitted by P&Z? Y ☒ N ☐

Date Permit Issued: 1/4/77

If use not permitted, is it LNC? Y ☐ N ☒

Zoning: GB – General Business

Permit#: 1326

Use Permitted: 1,400 sq ft Service Station

Year LNC Established: N/A

- ☐ The Planning Department will notify the applicant that if any construction is proposed, a Non-Residential Permit must first be submitted and approved by this Department, or if there is a lapse of 12 months of non-operation of the business, a Non-Residential Permit will be required to re-establish the use from this Department.
- ☐ The Planning Department will notify the applicant that he/she will be required to obtain the proper permits before operating the business.
- ☐ The Planning Department is currently working with the property owner on several zoning-related issues with the subject property.
- ☐ The Planning Department is currently working with the property owner on obtaining the proper permits to operate the business.

Name: Dora V Flores

Title: Zoning Administrator

Signature: Dora V Flores

Date: February 11, 2016

Contact phone: 520-803-3960

Email: dflores@cochise.az.gov

Return completed form with any attachments by:

2/18/2016

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Randy D. Nations Address: 2521 W Business I-10
Business Name: Sunmart 605 City/Zip: San Simon, 85632
Liquor License #: 10023165 Parcel #: 303-05-010F
Ownership Type: LP Liquor License X Special Event Liquor License ☐
Partner(s): LLC, LLP

TO BE COMPLETED BY THE SHERIFF'S OFFICE

Please advise if:

1. There have been a significant number of incidents at the named location within five (5) years prior to the application.

If so, please attach pertinent documentation.

Comments: There have not been a significant number of incidents at the location in the past 5 years.

Based on the above information, the Sheriff's Office recommendation to the Board of Supervisors is:

Approval

☐

Disapproval

☐

No Recommendation

☒

Name: Mark Genz

Title: Commander

Signature: s/Mark P. Genz

Date: 2/11/16

Contact phone: 432-9505

Email: mgenz@cochise.az.gov

Return completed form with any attachments by: 2/18/2016

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Randy D. Nations Address: 2521 W Business I-10
Business Name: Sunmart 605 City/Zip: San Simon, 85632
Liquor License #: 10023165 Parcel #: 303-05-010F
Ownership Type: LP Liquor License X Special Event Liquor License ☐
Partner(s): LLC, LLP

TO BE COMPLETED BY THE TREASURER'S OFFICE

Please advise if the property taxes for the parcel in question are current.

XXX ☐ Yes ☐ No

If not, please attach pertinent documentation.

Comments:

2015 TAXES ARE PAID IN FULL

Name: KATHLEEN WILSON Title: TAX SPECIALIST 1
Signature: KATHLEEN WILSON Date: 2/11/16
Contact phone: 520-432-8404 Email: KWILSON@COCHISE.AZ.GOV

Return completed form with any attachments by: 2/18/2016

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Randy D. Nations Address: 2521 W Business I-10
Business Name: Sunmart 605 City/Zip: San Simon, 85632
Liquor License #: 10023165 Parcel #: 303-05-010F
Ownership Type: LP Liquor License X Special Event Liquor License ☐
Partner(s): LLC, LLP

TO BE COMPLETED BY THE ENVIRONMENTAL HEALTH DEPARTMENT


We would like to request your assistance in reviewing the attached application.

Please provide any pertinent information for the Board's consideration:

Cochise County Environmental Health has no issues or concerns with the proposed application

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

- ☒ The Health Department will notify the applicant that he/she will be required to obtain the proper permits before operating the business.
- ☐ The Health Department is currently working with the property owner on health-related issues with the subject property.

Name: Carl Hooper Title: Environmental Health Specialist
Signature:  Date: 2/16/2016
Contact phone: 520 432 9442 Email: chooper@cochise.az.gov

Return completed form with any attachments by: 2/18/2016



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

AFFIDAVIT OF POSTING

Date of Posting: 2/10/16 Date of Posting Removal: 3/1/16

Applicant's Name: Nations Randy D.
Last First Middle

Business Address: 2521 W Business I-10 San Simon 85632
Street City Zip

License #: 10023165

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

Charles R. COOPER Inspector 520-432-9300
Print Name of City/County Official Title Phone Number

Chas a Cooper 3-1-16
Signature Date Signed

Return this affidavit with your recommendations (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents.
If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES

DATE POSTED: Wednesday, February 10, 2016

A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE

Cochise County Board of Supervisors

PLACE 1415 Melody Lane, Bldg G, Bisbee **DATE/TIME** Tuesday, March 22 @ 10:00 a.m.

HEARING DATES SUBJECT TO CHANGE, TO VERIFY CALL: 520-432-9200

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE

STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND

NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT THE

STATE LIQUOR BOARD: 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ. 85007 (602) 542-9789

INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL - LOCAL GOVERNING BODY: _____

STATE LIQUOR DEPT: (602) 542-9789

POST ONE COPY OF THE APPLICATION FORM BELOW THIS NOTICE.

**Public Hearings 16.
Board of Supervisors**

Regular Board of Supervisors Meeting

Meeting Date: 03/22/2016

Franchise for Arizona Power Electric

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V **Recommendation:** Approve
Presentation

Document Signatures: BOS **# of ORIGINALS** 1
Signature **Submitted for Signature:**
Required

NAME Britt Hanson **TITLE** Chief Civil Deputy Attorney
of PRESENTER: **of PRESENTER:**

Mandated Function?: Federal or **Source of Mandate** 40-283
State **or Basis for Support?:**
Mandate

Docket Number (If applicable):

Information

Agenda Item Text:

Adopt Resolution 16-09 granting an Electric Services franchise to Arizona Power Electric Cooperative, Inc.

Background:

Arizona Power Electric Cooperative, Inc. has applied for a franchise renewal in all of Cochise County. The \$500.00 franchise fee has been paid and the Acceptance of Franchise has been signed. The Notice of Public Hearing has been published three times as required by statute. To date, there have been no letters or phone calls either for or against granting the franchise.

Department's Next Steps (if approved):

Send a copy of the recorded Resolution, Certificate of Clerk, and the minutes to Charles Alves, Senior Attorney, Arizona's G&T Cooperatives.

Impact of NOT Approving/Alternatives:

Arizona Power Electric cooperative would not be able to apply for a permit to work in the county right-of-ways.

To BOS Staff: Document Disposition/Follow-Up:

Record and give recorded copy to BOS Staff for follow up.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Application

Public Notice

Resolution

**COCHISE COUNTY, ARIZONA
APPLICATION FOR FRANCHISE**

Applicant's Name: Arizona Electric Power Cooperative, Inc. (AEPCO)

Address: 1000 S. Highway 80 City: Benson State: AZ Zip: 85602-0670

Telephone: (520) 580- 3631 Emergency Telephone: (520) 586-5208

Who will own and operate the system, if other than applicant:

Name: Same as applicant

Address: _____ City: _____ State: _____ Zip: _____

Telephone: _____ Emergency Telephone: _____

Indicate the type of franchise you are applying for:

- ☐ Cable TV ☒ Electricity ☐ Gas ☐ Sewer ☐ Water
☐ Telecommunications ☐ Fiber Optic

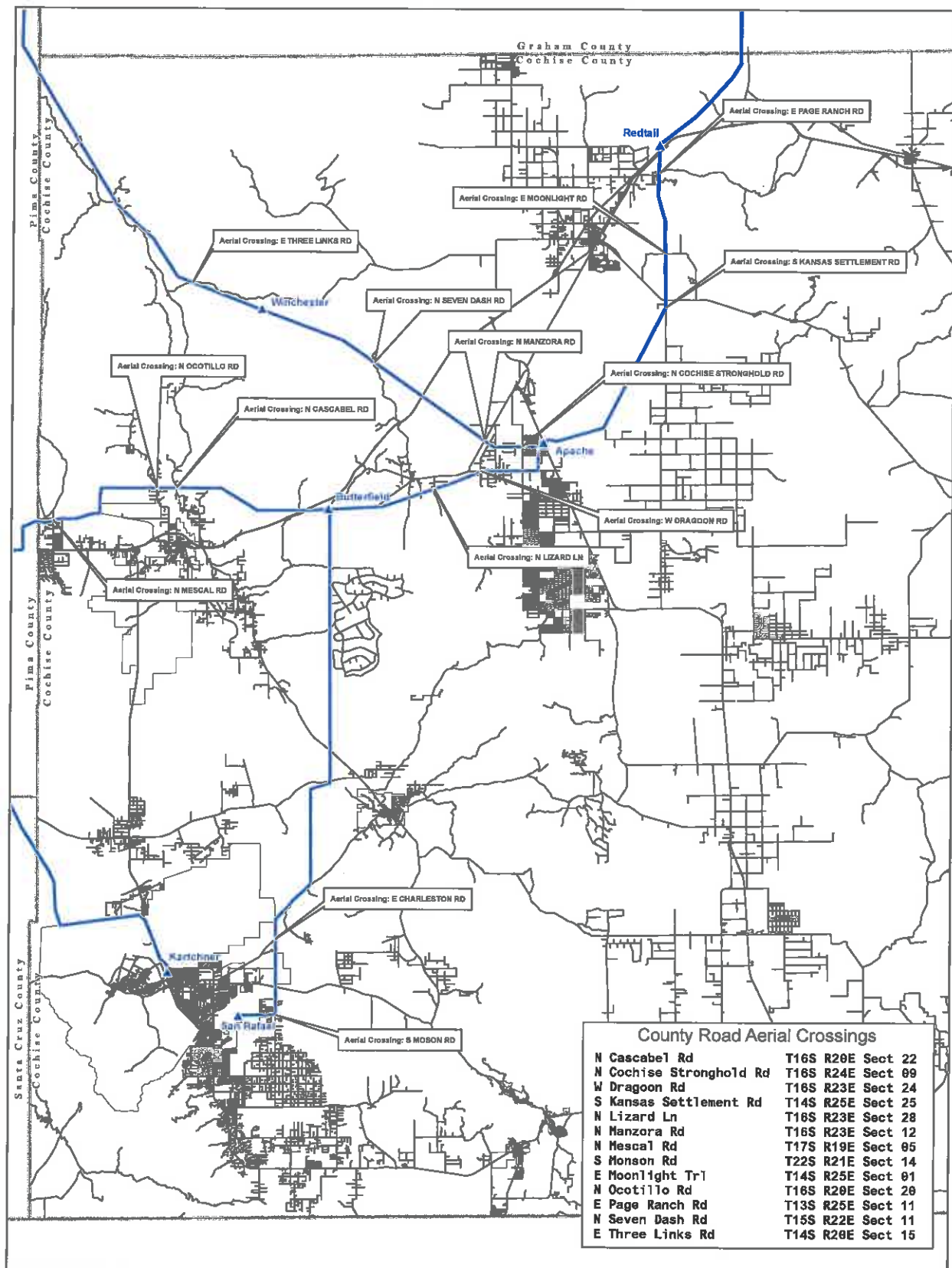
Note: If you are claiming an exemption from obtaining a franchise please specify reason:

Does the applicant have an existing or proposed agreement with anyone proposing to have an ownership interest in the franchise? ☐ Yes ☒ No

If the answer is yes, please attach a statement from Corporate Council setting forth the name(s) and address(es) of the person(s) with such ownership interest, and a copy of the agreement.

What is the applicant's experience in providing service for the utility for which applicant is applying for a franchise? AEPCO provided electric transmission services through its member distribution cooperatives since incorporation in 1961 until it was reorganized into three separate cooperatives, including Southwest Transmission Cooperative, Inc. (SWTC), in 2001. SWTC has been providing electric transmission services through the same member distribution cooperatives since the reorganization of AEPCO in 2001. On March 1, 2016, as part of a corporate restructuring, SWTC will be merged with and into AEPCO, with AEPCO as the surviving generation and transmission cooperative. AEPCO will be providing electric transmission services through its member distribution cooperatives as of March 1, 2016.

How many people do you anticipate serving with this utility? AEPCO/SWTC currently provides electric transmission services to its six Class A Member Distribution Cooperatives, including Sulphur Springs Valley Electric Cooperative, Inc. (SSVEC) in Cochise County, which serve residential, commercial and industrial customers.



SWTC Substations
 SWTC Transmission Lines
 Roads
 County Boundaries



0 2.5 5 10 15 20 Miles

This document is the property of SWTC, and except as may be otherwise required by law, shall not be reproduced or disclosed to any third party without the express written consent of SWTC. Information contained herein must be maintained in a confidential manner at all times. This drawing is for illustrative purposes only and is not a survey product. SWTC and its affiliates assume no liability for damages arising from errors, omissions, or use of or reliance on this information. This drawing is distributed "as is" without warranty of any kind, expressed or implied, with respect to the reuse of the data provided herewith regardless of its format or the means of its transmission. There is no guarantee or representation to the user as to the accuracy, currency, suitability, or reliability of this data for any purpose.

**SWTC Transmission System
w/ Cochise County Road
Crossings**

2/9/2016

Arizona's G&T Cooperatives
 1000 S Highway 80
 Benson, Arizona 85602
 (520) 586-5599

**THIS APPLICATION MUST BE ACCOMPANIED BY A \$500 NONREFUNDABLE
FRANCHISE APPLICATION FEE AND A LEGAL DESCRIPTION OF THE
BOUNDARY OF THE AREA TO BE SERVED BY THE FRANCHISE.**

**NOTICE TO THE PUBLIC
BEFORE THE BOARD OF SUPERVISORS
COCHISE COUNTY, ARIZONA**

IN THE MATTER OF THE APPLICATION for approval of an application by Arizona Electric Power Cooperative, Inc. to renew a franchise for electricity services for domestic use to use public streets, roads and alleys;

NOTICE IS HEREBY GIVEN, that the Board of Supervisors of Cochise County, Arizona, has been requested to approve the assignment of a electricity services for domestic use license to use the public roads, streets, alleys and highways within the following described area, to-wit:

The service territory consists of high-voltage transmission lines throughout Cochise County. A map is on file with the Clerk of the Board of Supervisors.

Prior to the consideration of this request, the Cochise County Board of Supervisors shall hold a public hearing on the 22nd day of March, 2016 at 10:00 o'clock A.M., at the Cochise County Board of Supervisors' Hearing Room which is located at 1415 Melody Lane, Building G, Bisbee, Arizona at which the applicant, Arizona Electric Power Cooperative, Inc. and its proposal shall be examined and the public and all interested parties shall be afforded a reasonable opportunity to be heard.

Dated this 22nd day of February, 2016.

Arlethe G. Rios
**CLERK, BOARD OF SUPERVISORS
COCHISE COUNTY, ARIZONA**

RESOLUTION 16 - __

**GRANTING AN ELECTRICITY SERVICES FRANCHISE TO
ARIZONA ELECTRIC POWER COOPERATIVE, INC.**

KNOW ALL MEN BY THESE PRESENTS, THAT,

WHEREAS, ARIZONA ELECTRIC POWER COOPERATIVE, INC., an Arizona corporation, was granted a franchise by the Board of Supervisors of Cochise County, Arizona, on August 3, 1964, to erect, construct, operate and maintain electric lines across, over and under public roads and highway, and streets, and alleys of unincorporated cities, towns and villages within specified areas of Cochise County for the purpose of generating, transmitting and distributing electric power and energy; and

WHEREAS, reasonable public notice of this Application has been provided in the manner required by A.R.S. § 40-283 of the filing of said Application and of the public hearing on this matter set for March 22, 2016, at 10:00 a.m., at the regular meeting place of the Board in the City of Bisbee, Arizona, as the time and place for the consideration of the matter; and

WHEREAS, it appears from the affidavit of publication of the San Pedro Valley News-Sun that due and regular notice of said date, time, and place set for the consideration of such action has been published once a week for three (3) consecutive weeks prior to the said date of the hearing, to-wit: in the issues of the 2nd day of March 2016; the 9th day of March 2016; and the 16th day of March 2016, of said newspaper, and the matter being called at 10:00 o'clock a.m., and it appearing that the Board of Supervisors has not received a petition signed by more than fifty percent (50%) of the qualified electors of said County asking the Board to deny said Application on or before the date set for consideration thereof; and

WHEREAS, said Application came on regularly to be heard on the 22nd day of March 2016, before the Board of Supervisors of Cochise County, and the Board considered the Application for the franchise, and there being good cause to grant this Application,

NOW, THEREFORE, it being determined by the Board of Supervisors of Cochise County that the grant of this franchise is regular, proper, authorized by law and in the best interest of Cochise County, and the inhabitants thereof;

RESOLUTION 16-__

Re: Granting An Electricity Services Franchise To Arizona Electric Power Cooperative, Inc.

Page | 2

NOW, THEREFORE, IT IS HEREBY ORDAINED:

1. That this Board of Supervisors of Cochise County, Arizona, acting for and on behalf of said County (the "County"), does hereby grant unto ARIZONA ELECTRIC POWER COOPERATIVE, INC. (hereinafter called "Grantee") a nonexclusive right, privilege, license, and franchise (hereinafter "the franchise") to construct, install, operate, and maintain along, over, under and across the streets, alleys, and highways under the jurisdiction of the County, facilities for the purpose of maintaining and operating an electric system, and all other facilities and improvements necessary for electricity and energy. This grant does not include the authorization to use State highways and those areas within the corporate boundaries of any city or town. This grant is subject to the terms, conditions, and limitations expressed below or incorporated herein by reference.

2. The County reserves the right to impose future restrictions, limitations and conditions upon the exercise of the rights granted herein as it deems best for the public safety and welfare. The Grantee is further required to comply with all lawful, applicable ordinances of Cochise County regulating the conduct of work within the public rights of-way; as such ordinances are now enacted or may be amended or adopted from time to time. The Grantee is required to obtain a separate Right-of-Way Use Permit from the County prior to initiating any construction in the right-of-way and to pay the applicable fees for the associated inspections.

3. The franchise granted hereby shall not be exclusive, and nothing herein shall be construed to prevent the County from granting other like or similar franchises to any other person, firm, or corporation.

4. The Grantee shall bear all expenses and costs, including damages and compensation for the alteration of the direction, surface, grade, or alignment of a public roadway or for revenues lost by the Grantee, which may arise in connection with its exercise of the rights granted herein.

5. The Grantee shall erect, construct, and maintain all facilities authorized herein in a good and workmanlike manner and in compliance with all valid laws, ordinances, and regulations, which may be in force from time to time. All such work shall be performed in such a manner as may be necessary to avoid any unreasonable damage, disturbance, or modification to existing public rights-of-ways, including roads, streets, highways, bridges, borrow ditches or shoulders thereon.

6. The Grantee shall, immediately upon erecting, constructing, replacing or repairing its facilities, or any part thereof, at its own cost and expense, restore any effected public

RESOLUTION 16-__

Re: Granting An Electricity Services Franchise To Arizona Electric Power Cooperative, Inc.

Page | 3

right-of-way, including any road, street, highway, bridge, borrow ditch or shoulder thereon, to not less than the same condition which existed prior to the Grantee's action.

7. The County does not waive or relinquish any rights it may have to the full and complete use of the public rights-of-way subject to this franchise, whether for road purposes or otherwise. The rights of the County in and to the use of the right-of-way are, and shall be, paramount and superior to the rights of the Grantee. In the event that the location of the Grantee's facilities may interfere or conflict with the County's use, expanded use, alteration, improvement, or maintenance of the County's rights-of-way, the County may require the Grantee to relocate, at the Grantee's expense, all facilities which give rise to such interference or conflict. The County will provide the Grantee with reasonable notice of any relocation requirement and will provide a reasonable period of time for the Grantee to perform such relocation.

8. The Grantee assumes the sole responsibility for all liability for any injury or damage to any person or property, or to the road and right-of-way itself, caused by or arising out of the exercise of the rights granted herein and attributable to any act or omission of the Grantee. The Grantee shall indemnify, defend and hold harmless Cochise County, its officers, departments, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature, including all costs of legal defense, arising out of the exercise of these rights which are attributed to any act or omission of the Grantee, its agents, employees, or anyone acting under its direction, control or on its behalf.

9. The County grants this franchise for a term of twenty five (25) years from the date of its authorization. This franchise may not be sold, leased, assigned, conveyed or transferred in any manner, in whole or in part, including pursuant to the sale or merger of the Grantee corporation itself, without the express written consent of the County, which consent shall not be unreasonably withheld.

10. The County reserves the right to alter or amend the terms of this franchise in any manner necessary to protect the safety or welfare of the public or the public interest. This reservation includes, but is not limited to, the authority to impose such amended franchise fees, rentals or use payments, or other form of compensation or assessment as the County may be authorized, now or in the future, to impose under the laws of the State of Arizona and the United States.

11. The County may terminate this franchise in the event that the Grantee fails to comply with the terms and conditions of this franchise. The Board of Supervisors, or its designee, shall provide the Grantee with written notice of noncompliance and allow the Grantee a period of not less than sixty (60) days to remedy any breach. If the Grantee

RESOLUTION 16-__

Re: Granting An Electricity Services Franchise To Arizona Electric Power Cooperative, Inc.

Page | 4

continues to fail to comply with the terms of this franchise after this notice and remedy period, the Board of Supervisors may, following a public hearing, revoke all rights granted herein and render this franchise null and void.

12. Upon termination of the franchise, whether by expiration or its term, or for cause, or by voluntary abandonment, and after written notice from the County, the Grantee may remove all of its facilities, installed pursuant to the rights granted herein within one hundred eighty (180) days of such termination, and shall repair any damages caused thereby. All such facilities which are not removed within this period shall be deemed to be abandoned and shall become the property of the County.

13. This franchise will not be effective for any purpose until the Grantee has indicated its acceptance in writing below.

14. The rights, privileges, and franchise granted herein are made pursuant to the laws of Arizona, including A.R.S. §§ 40-283 and 9-582, *et seq.*, which are incorporated herein by reference.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Cochise, State of Arizona, has caused these presents to be executed and signed by the Chairman of the Board of Supervisors on this 22nd day of March, 2016.

**BOARD OF SUPERVISORS
COUNTY OF COCHISE:**

Richard Searle, Chairman

ATTEST:

Arlethe Rios,
Clerk of the Board

APPROVED AS TO FORM:



Britt Hanson,
Chief Civil Deputy County Attorney

RESOLUTION 16-__

Re: Granting An Electricity Services Franchise To Arizona Electric Power Cooperative, Inc.

Page | 5

ACCEPTANCE OF FRANCHISE

This is to certify that the Grantee, **ARIZONA ELECTRIC POWER COOPERATIVE, INC.**, has on the ____ day of _____, 2016, accepted the foregoing franchise. Grantee agrees that it will be bound by, observe, and carry out the terms and conditions of such franchise.

Dated: _____

GRANTEE:

ARIZONA ELECTRIC POWER COOPERATIVE, INC.

By: _____

RESOLUTION 16-__

Re: Granting An Electricity Services Franchise To Arizona Electric Power Cooperative, Inc.

Page | 6

CERTIFICATE OF CLERK

I, **Arlethe G. Rios**, Clerk of the Board of Supervisors of Cochise County, Arizona, do hereby certify that the foregoing excerpt from the minutes of the meeting of the Board of Supervisors of Cochise County, Arizona, held on **March 22, 2016**, constitutes a true and correct copy of the said minutes insofar as they relate to the Application of **ARIZONA ELECTRIC POWER COOPERATIVE, INC.**, an Arizona corporation, for a telecommunications franchise in the County and to the granting of said franchise pursuant to the resolution hereinabove set out, all as appears in the official records of the Board of Supervisors.

IN WITNESS WHEREOF, I have set my hand and official seal of the Board of Supervisors of Cochise County, Arizona, this _____ day of _____, 2016.

**CLERK, BOARD OF SUPERVISORS
COCHISE COUNTY, ARIZONA**

Action 17.
Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 03/22/2016

Natural Resource Consulting Funding FY 15/16

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures: BOS Signature NOT Required

Recommendation: Approve

of ORIGINALS 0
Submitted for Signature:

NAME
of PRESENTER: James E. Vlahovich

TITLE
of PRESENTER: County Administrator

Mandated Function?: Not Mandated

Source of Mandate
or Basis for Support?:

Docket Number (If applicable):

Information

Agenda Item Text:

Approve an additional funding of \$30,000 to support wolf and jaguar litigation and efforts to research the Mexican Gray Wolf.

Background:

In order to continue to support natural resource projects and litigation efforts staff was directed by the Board during a work session to fund these projects with an additional \$30,000.

These breakdown of these funds:

Mary Darling- \$15,000- wolf litigation document review

Mary Darling- \$5,000- jaguar litigation document review

AZ/NM Coalition- \$5,000- litigation fund

EACO- \$5,000- DNA Study

Department's Next Steps (if approved):

Move \$30,000 from the general fund into the natural resources fund line.

Impact of NOT Approving/Alternatives:

The County would not be able to continue to fund natural resource projects/litigation for fiscal year 2015/2016.

To BOS Staff: Document Disposition/Follow-Up:

If approved, notify Finance so that they can transfer \$30,000 to the natural resources consulting fund line from the general fund.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☒

Amount Available: \$30,000

Unbudgeted: ☒

Funds NOT Available: ☐

Amendment: ☒

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 15/16

One-time Fixed Costs? (\$\$\$): \$30,000

Ongoing Costs? (\$\$\$): 0

County Match Required? (\$\$\$): 0

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 0

Source of Funding?: General Fund

Fiscal Impact & Funding Sources (if known):

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting**Community Development****Meeting Date:** 03/22/2016

Intergovernmental Agreement with the City of Tombstone regarding maintenance of Charleston Road and Monument Road

Submitted By: Terry Couchenour, Community Development**Department:** Community Development**Division:** Highway**Presentation:** PowerPoint**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS Submitted for Signature:** 1**NAME of PRESENTER:** Karen Riggs**TITLE of PRESENTER:** Director**Docket Number (If applicable):** N/A**Mandated Function?:** Not Mandated**Source of Mandate or Basis for Support?:** 11-952**Information****Agenda Item Text:**

Approve an Intergovernmental Agreement with the City of Tombstone regarding maintenance of Charleston Road and Monument Road effective March 22, 2016 through March 22, 2021.

Background:

Charleston Road is an important corridor between Tombstone and Sierra Vista with a 2013 ADT of 2,048. This rural major collector was last chip sealed by the County in 2004 and, as part of the approved work plan, the department will be applying a maintenance chip seal this spring. The City of Tombstone is exploring options to have the County add 1.09 miles, from the City limits to Louis Street, to the scheduled repaving. The majority of this portion was previously chip sealed by the County prior to changes in incorporated limits. The City is pursuing County maintenance because the City does not have the equipment and the County will already be mobilized and performing pavement work within the area. As a form of compensation for the pavement work, the City is requesting to maintain the County's 0.93 mile portion of Monument Road, a native surface road that leads to Edward Schieffelin's monument. It is expected that the new chip seal for Charleston Road will not require maintenance for the next 5 years and an Intergovernmental Agreement for 5 years maintenance of Monument Road by Tombstone and of Charleston Road by County was prepared.

The cost of the 5 year road maintenance trade proposal is comparable. The added length to Charleston Road is expected to increase the project by \$12,000. 5 years of routine blading for Monument Road is estimated at \$7,800 not accounting for potential non-routine stormwater repair. There are other benefits as well. Monument Road is not adjacent to another native surface County maintained road and relief of this maintenance reduces wear on equipment and negates mobilization costs. Charleston Road is a major collector and repaving benefits County, City and any other resident that traverses this road. As such the department recommends acceptance of the IGA.

Department's Next Steps (if approved):

Upon approval/signature, staff will combine with Tombstone approved/signed copy and distribute/file copies. Charleston Road will be paved by the County and Monument Road will be maintained by the City for five years.

Impact of NOT Approving/Alternatives:

If the IGA is not approved, Charleston Road will not be paved within the City limits.

To BOS Staff: Document Disposition/Follow-Up:

Please return the original, signed IGA to H&F, attn: Terry Couchenour.

Attachments

[Executive Summary for Charleston Road and Monument Road IGA](#)

[Map for Charleston Road and Monument Road IGA](#)

[IGA for Charleston Road and Monument Road IGA](#)

[PowerPoint for Charleston Road and Monument Road IGA](#)



Cochise County Community Development

Highway and Floodplain Division

Public Programs...Personal Service
www.cochise.az.gov

MEMORANDUM

Date: March 9, 2016
To: Board of Supervisors
Thru: Joaquin Solis, Assistant Director
From: Terry Couchenour, GIS Analyst
Subject: Charleston Road and Monument Road Intergovernmental Agreement

Charleston Road is an important corridor between Tombstone and Sierra Vista with a 2013 ADT of 2,048. This rural major collector was last chip sealed by the County in 2004 and, as part of the approved work plan, the department will be applying a maintenance chip seal this spring. The City of Tombstone is exploring options to have the County add 1.09 miles, from the City limits to Louis Street, to the scheduled repaving. The majority of this portion was previously chip sealed by the County prior to changes in incorporated limits. The City is pursuing County maintenance because the City does not have the equipment and the County will already be mobilized and performing pavement work within the area. As a form of compensation for the pavement work, the City is requesting to maintain the County's 0.93 mile portion of Monument Road, a native surface road that leads to Edward Schieffelin's monument. It is expected that the new chip seal for Charleston Road will not require maintenance for the next 5 years and an Intergovernmental Agreement for 5 years maintenance of Monument Road by Tombstone and of Charleston Road by County was prepared.

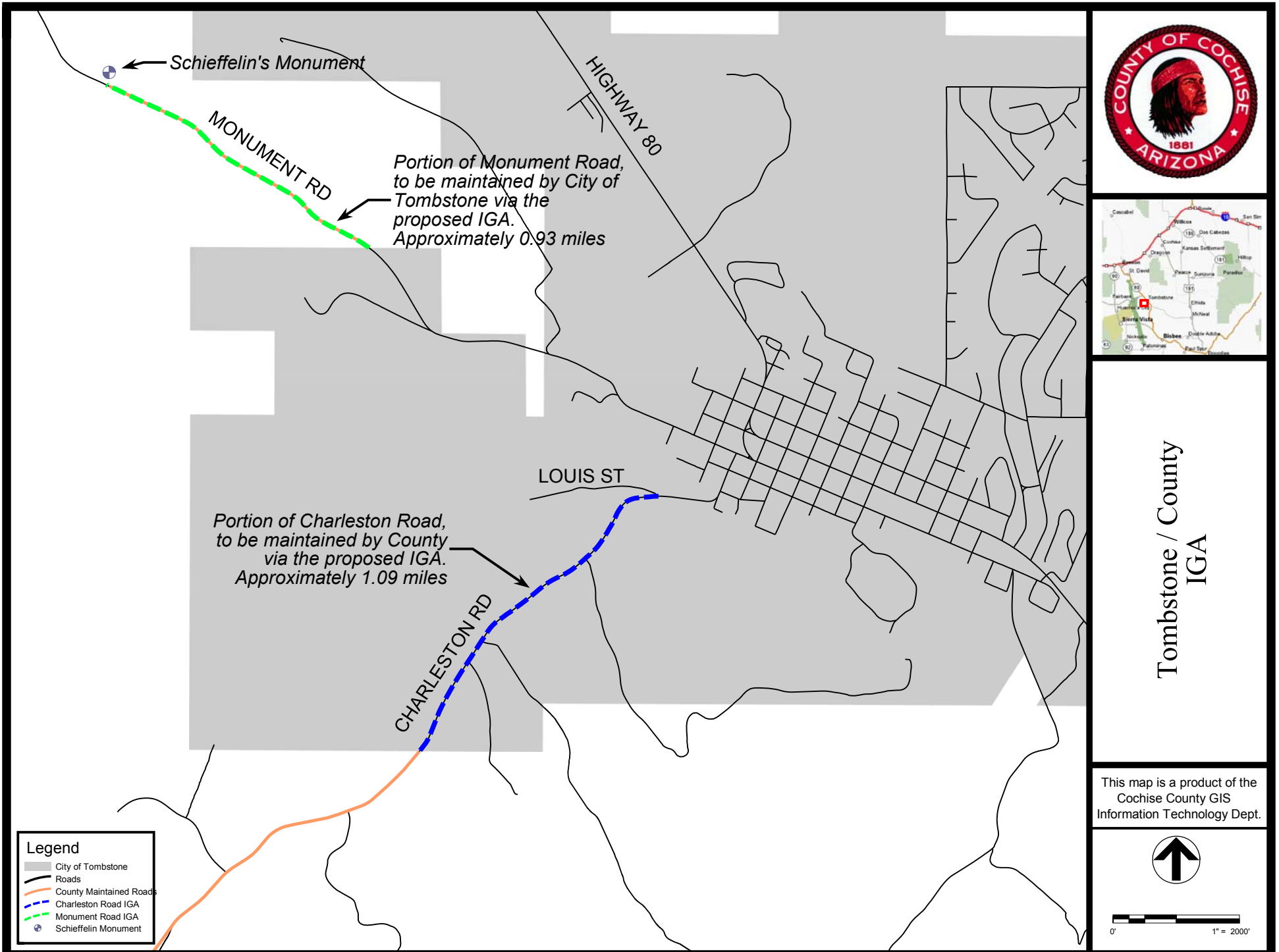
The cost of the 5 year road maintenance trade proposal is comparable. The added length to Charleston Road is expected to increase the project by \$12,000. 5 years of routine blading for Monument Road is estimated at \$7,800 not accounting for potential non-routine stormwater repair. There are other benefits as well. Monument Road is not adjacent to another native surface County maintained road and relief of this maintenance reduces wear on equipment and negates mobilization costs. Charleston Road is a major collector and repaving benefits County, City and any other resident that traverses this road. As such the department recommends acceptance of the IGA.

Highway and Floodplain

1415 Melody Lane, Building F
Bisbee, Arizona 85603
520-432-9300
520-432-9337 fax
1-800-752-3745
highway@cochise.az.gov
floodplain@cochise.az.gov

Planning, Zoning and Building Safety

1415 Melody Lane, Building E
Bisbee, Arizona 85603
520-432-9300
520-432-9278 fax
1-877-777-7958
planningandzoning@cochise.az.gov



**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF TOMBSTONE AND COCHISE COUNTY
FOR
COOPERATIVE ROAD MAINTENANCE**

THIS INTERGOVERNMENTAL AGREEMENT is entered into by and between the City of Tombstone (City), a political subdivision of the State of Arizona and Cochise County (Cochise), a political subdivision of the State of Arizona.

RECITALS

1. City and Cochise have statutory authority to enter into intergovernmental agreements for joint and cooperative action pursuant to A.R.S. § 11-952.

2. For purposes of maximizing efficiency, fiscal responsibility, and general logistics, the parties intend to allocate road maintenance responsibilities in a manner which involves working across jurisdictional boundaries.

3. Cochise agrees to maintain a portion of a public road, located within the incorporated limits of the City in exchange for the City's agreement to maintain a portion of a public road in an unincorporated area of Cochise County.

NOW, THEREFORE, City and Cochise, in consideration of the benefits and obligations herein provided, mutually agree as follows:

1. **Purpose.** The purpose of this Intergovernmental Agreement is to set forth the responsibilities of the parties for the maintenance of portions of certain roads within the incorporated limits of the City and unincorporated area of Cochise County.

2. **Obligations of Cochise.** Cochise shall provide highway maintenance services on the portion of Charleston Road within City limits identified on the map attached as Exhibit A hereto, consisting of approximately 1.09 miles. Maintenance shall include the reconstruction of the chip sealed road surface and thereafter continuing annual maintenance for a period of five (5) years. Continuing maintenance shall include crack sealing, ditch/shoulder repair, etc., as deemed necessary.

///

3. **Obligations of City.** City shall provide maintenance services on the portion of Monument Road outside City limits, and within the unincorporated area of Cochise County, identified on the map attached as Exhibit B hereto, consisting of approximately 0.93 miles. Maintenance shall include blading/dirt surface reshaping and ditch/shoulder repair every four (4) to six (6) weeks or more often as needed for a period of five (5) years.

4. **Right of Entry.** Execution of this Agreement grants Cochise the right to enter upon City rights-of-way for covered segments, at no cost, for the purposes of this Agreement, and likewise grants City the right to enter upon County rights-of-way for covered segments, at no cost, for purposes of this Agreement.

5. **Permits.** The parties shall cooperate with one another in securing any necessary approval, permission or permits required to perform the services agreed to herein.

6. **Term and Termination of Intergovernmental Agreement.**

6.1. Effective Date. This Intergovernmental Agreement shall be upon execution and shall remain in effect for a period of five (5) years from the effective date, unless earlier terminated by either party under Section 6.2. below.

6.2. Termination. City or Cochise may terminate this Intergovernmental Agreement by giving sixty (60) days written notice to the other of such termination.

7. **Indemnification.**

7.1. Mutual Indemnity. To the fullest extent permitted by law, each party to this Agreement shall indemnify, defend and hold the other party, its officers, employees and agents, harmless from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liens, losses, fines or penalties, damages, liability, interest, attorney's, consultant's and accountant's fees or costs and expenses of whatsoever kind and nature, resulting from or arising out of any act or omission of the indemnifying party, its agents, or employees, whether intentional, negligent, grossly negligent, or amounting to a breach of contract, in connection with or incident to the performance of this Agreement.

7.2. Notice. In addition to any other notice required by law, each party shall notify the other in writing within thirty (30) days of the receipt of any claim, demands, suits or judgments against the receiving party for which the party intends to invoke the provisions of this Article. Each party shall keep the other party informed on a current basis of its defense of any claims, demands, suits, or judgments under this Article.

8. **Insurance.** When requested by the other party, each party shall provide proof to the other of their worker's compensation, automobile, accident, property damage, and liability coverage or program of self-insurance.

9. **Books and records.** Each party shall keep and maintain proper and complete books, records and accounts, which shall be open for inspection and audit by duly authorized representatives of any other party at all reasonable times.

10. **Construction of Agreement.**

10.1. Entire Agreement. This instrument constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.

10.2. Amendment. This agreement shall not be modified, amended, altered or changed except by written agreement signed by both parties.

10.3. Construction and Interpretation. All provisions of this Agreement shall be construed to be consistent with the intention of the parties as expressed in the recitals hereof.

10.4. Captions and Heading. The headings used in this Agreement are for convenience only and are not intended to affect the meaning of any provision of this Agreement.

10.5. Severability. In the event that any provision of this Agreement or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application which can be given effect without the invalid or void provision or application, and to this extent the provisions of the Agreement are severable. In the event that any provision of this Agreement is declared invalid or void, the parties agree to meet promptly upon request of the other party in an attempt to reach an agreement on a substitute provision.

11. **Legal Jurisdiction.** Nothing in this Intergovernmental Agreement shall be construed as either limiting or extending the legal jurisdiction of City or Cochise.

12. **No Joint Venture.** It is not intended by this Intergovernmental Agreement to, and nothing contained in this Intergovernmental Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer- employee relationship between City and any Cochise employees, or between Cochise and any City employees. Neither party shall be liable for any debts, accounts, obligations nor other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

13. **No Third Party Beneficiaries.** Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affects the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of streets and highways different from the standard of care imposed by law.

14. **Compliance with Laws.** The parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and executive orders, without limitation to those designated within this Agreement.

14.1. Anti-Discrimination. The parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration. Reference: Governor of Arizona Executive Order No. 2005-30, dated 10/28/05.

14.2. Americans with Disabilities Act. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

14.3. A.R.S. § 38-511. This Intergovernmental Agreement is subject to the provisions of A.R.S. § 38-511.

15. **Waiver.** Waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed a waiver of any other term, covenant or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

16. **Force Majeure.** A party shall not be in default under this Agreement if it does not fulfill any of its obligations under this Agreement because it is prevented or delayed in doing so by reason of uncontrollable forces. The term uncontrollable forces shall mean, for the purpose of this Agreement, any cause beyond the control of the party affected, including but not limited to failure of facilities, breakage or accident to machinery or transmission facilities, weather conditions, flood, earthquake, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, strike, lockout, labor dispute, boycott, material or energy shortage, casualty loss, acts of God, or action or non-action by governmental bodies in approving or failing to act upon applications for approvals or permits which are not due to the negligence or willful action of the parties, order of any government officer or court (excluding orders promulgated by the parties themselves), and declared local, state or national emergency, which, by exercise of due diligence and foresight, such party could not reasonably have been expected to avoid. Either party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

17. **Notification.** All notices or demands upon any party to this agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

///

///

///

Notice to City:

Director, Public Works
611 E. Allen St.
Tombstone, Arizona 85638
(520) 457-3415

Notice to Cochise:

Director, Community Development
1415 Melody Lane, Building F
Bisbee, Arizona 85603
(520) 432-9318

18. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or inequity or by virtue of this Agreement.

IN WITNESS WHEREOF, City has caused this Intergovernmental Agreement to be executed by the Mayor, and attested to by the City Clerk, and Cochise has caused this Intergovernmental Agreement to be executed by the Chair of its Board of Supervisors and attested to by its Clerk of the Board.

ATTEST:

COCHISE COUNTY

Arlethe Rios, Clerk of the Board

Richard Searle, Chair
Board of Supervisors

ATTEST:

CITY OF TOMBSTONE

Brenda Ikirt, City Clerk

Dusty Escapule, Mayor

INTERGOVERNMENTAL AGREEMENT DETERMINATION

The foregoing Intergovernmental Agreement between the City of Tombstone and Cochise County has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, which have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

CITY OF TOMBSTONE

By: _____
Randy Bays, City Attorney

COCHISE COUNTY

By: _____
Britt Hanson, Chief Civil Deputy
County Attorney

Exhibit A

Location of Charleston Road
From Tombstone City limits, northeast
approximately 1.09 miles, to Louis St



LOUIS ST

CHARLESTON RD

OLD MILL RD

OWLS NEST RD

OREGON TRL

City

County

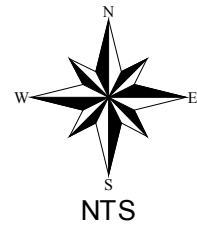


Exhibit B

LONELY LN

City

County

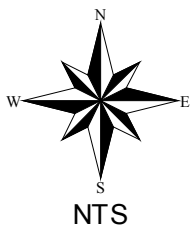
Location of Monument Road
From Tombstone City limits, northwest
approximately 0.93 miles, to the entrance
of Schieffelin Monument

MONUMENT RD

County

City

MOONLIGHT RD



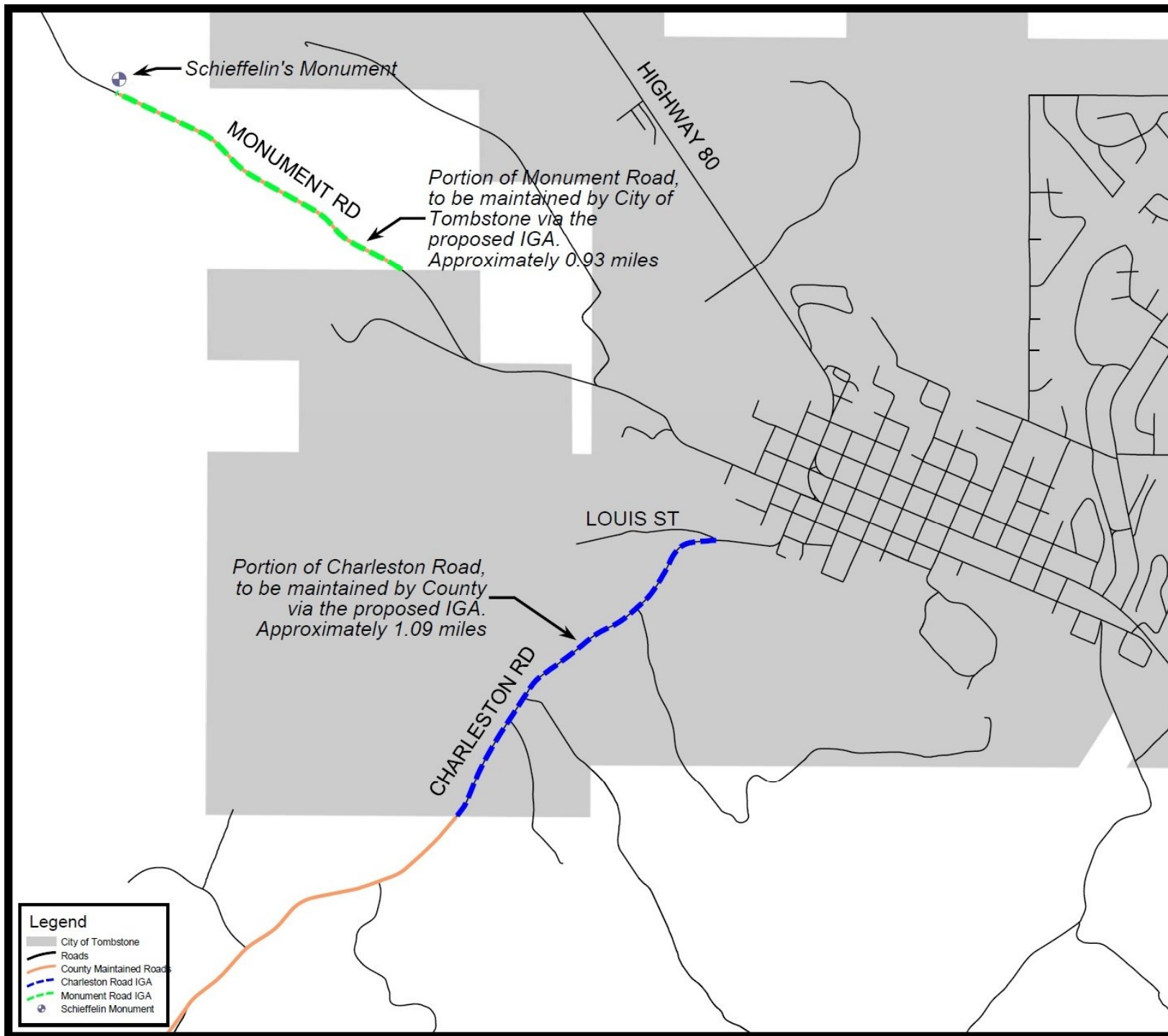
COCHISE COUNTY

Charleston Road and Monument Road IGA

March 22, 2016



Public Programs...Personal Service



Tombstone / County IGA

This map is a product of the
Cochise County GIS
Information Technology Dept.



0' 1" = 2000'

Regular Board of Supervisors Meeting**Community Development****Meeting Date:** 03/22/2016

Approve Agreement for Heritage Grant Funds

Submitted By: Teresa Murphy, Community Development**Department:** Community Development**Division:** Right of Way**Presentation:** PowerPoint**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS** 2**Submitted for Signature:****NAME** Karen C. Riggs**TITLE** Director**of PRESENTER:****of PRESENTER:****Mandated Function?:** Not Mandated**Source of Mandate
or Basis for Support?:**

You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

Information**Agenda Item Text:**

Approve Grant Agreement P16006, authorizing the department to receive funds from Arizona Game and Fish Heritage Grant to acquire Geronimo Trail across Arizona State Trust Land.

Background:

Each year the Arizona Game and Fish Department awards Heritage Grants toward qualifying projects. In the past the County has utilized this grant process to acquire rights-of-way for existing County maintained roads such as Coffman Road and Sulphur Canyon Road. In September staff submitted a grant proposal to begin acquisition of rights-of-way across Arizona State Land Department (ASLD) holdings for Geronimo Trail east of Douglas. This February Arizona Game & Fish awarded this year's public access Heritage Grant, \$50,000.00, to Cochise County's Geronimo Trail project.

Acquisition from ASLD is a multi-year process and may entail obtaining archeological/environmental reports, road centerline surveys and other engineering reports as well as paying ASLD's appraised value. This grant will be used to initiate an application through ASLD, obtain reports as necessary and acquire rights with remaining funds. It is anticipated that additional grants will be necessary to acquire rights along the full length of the road across ASLD, however should additional funds be necessary and not awarded; the archeological reports will still be valid and can be shelved until such time as funding is available.

Right-of-way staff will prepare applications for ASLD acquisition, maintain acquisition files and grant reporting. Additionally it is anticipated that in-house survey will be required to prepare legal descriptions for the road centerline.

Inasmuch as the only resource expended by this grant process will be staff time, this department recommends authorizing the department to for an Arizona Game and Fish Heritage Grant to acquire Geronimo Trail across Arizona State Trust lands.

Department's Next Steps (if approved):

Once the grant agreement is authorized and funds are available, staff will begin acquisition process with ASLD up until awarded Grant funding is depleted. If depleted, staff will apply for subsequent grants annually.

Impact of NOT Approving/Alternatives:

Staff will not accept awarding of Heritage Grant and should the Board decide to acquire the road in the future, funds may not be available.

To BOS Staff: Document Disposition/Follow-Up:

Please return original signed documents (2) to Teresa Murphy, Highway & Floodplain Division

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

[Executive Summary](#)

[Grant Approval Form](#)

[Grant Agreement](#)

[Location Map](#)

[PowerPoint Presentation](#)



Cochise County Community Development

Highway and Floodplain Division

Public Programs...Personal Service
www.cochise.az.gov

MEMORANDUM

Date: March 9, 2016
To: Board of Supervisors
Through: Karen C. Riggs, P.E., County Engineer/Director
From: Teresa Murphy, Right-of-way Agent I
Subject: Grant to acquire Geronimo Trail across State land holdings

Recommendation:

This department recommends approving of the accompanying grant agreement, authorizing the department to receive funds from Arizona Game and Fish Heritage Grant to acquire Geronimo Trail across Arizona State Trust lands.

Background (Brief):

Each year the Arizona Game and Fish Department awards Heritage Grants toward qualifying projects. In the past the County has utilized this grant process to acquire rights-of-way for existing County maintained roads such as Coffman Road and Sulphur Canyon Road. In September staff submitted a grant proposal to begin acquisition of rights-of-way across Arizona State Land Department (ASLD) holdings for Geronimo Trail east of Douglas. This February Arizona Game & Fish awarded this year's public access Heritage Grant, \$50,000.00, to Cochise County's Geronimo Trail project.

Acquisition from ASLD is a multi-year process and may entail obtaining archeological/environmental reports, road centerline surveys and other engineering reports as well as paying ASLD's appraised value. This grant will be used to initiate an application through ASLD, obtain reports as necessary and acquire rights with remaining funds. It is anticipated that additional grants will be necessary to acquire rights along the full length of the road across ASLD, however should additional funds be necessary and not awarded; the archeological reports will still be valid and can be shelved until such time as funding is available.

Right-of-way staff will prepare applications for ASLD acquisition, maintain acquisition files and grant reporting. Additionally it is anticipated that in-house survey will be required to prepare legal descriptions for the road centerline.

Highway and Floodplain

1415 Melody Lane, Building F
Bisbee, Arizona 85603
520-432-9300
520-432-9337 fax
1-800-752-3745
highway@cochise.az.gov
floodplain@cochise.az.gov

Planning, Zoning and Building Safety

1415 Melody Lane, Building E
Bisbee, Arizona 85603
520-432-9300
520-432-9278 fax
1-877-777-7958
planningandzoning@cochise.az.gov



Cochise County Community Development Highway and Floodplain Division

Public Programs...Personal Service
www.cochise.az.gov

Inasmuch as the only resource expended by this grant process will be staff time, this department recommends authorizing the department to for an Arizona Game and Fish Heritage Grant to acquire Geronimo Trail across Arizona State Trust lands.

Fiscal Impact & Funding Sources:

N/A

Next Steps/Action Items/Follow-up:

Once the grant agreement is authorized and funds are available, staff will begin acquisition process with ASLD up until awarded Grant funding is depleted. If depleted, staff will apply for subsequent grants annually.

Impact of Not Approving:

Staff will not accept awarding of Heritage Grant and should the Board decide to acquire the road in the future, funds may not be available.

Highway and Floodplain

1415 Melody Lane, Building F
Bisbee, Arizona 85603
520-432-9300
520-432-9337 fax
1-800-752-3745
highway@cochise.az.gov
floodplain@cochise.az.gov

Planning, Zoning and Building Safety

1415 Melody Lane, Building E
Bisbee, Arizona 85603
520-432-9300
520-432-9278 fax
1-877-777-7958
planningandzoning@cochise.az.gov

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

PRIMARY GRANT

Primary Grantor:

CFDA:
www.CFDA.gov

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant:

Yes

No

Grant No:

Amendment:

Yes

No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

If this is a mandated service, cite the source. If not mandated, cite indications of local customer support for this service.

PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

Is revertment of unexpected funds required at the end of grant period? Yes No

(a) Total indirect (A-87) Cost Allocation:

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

Is there a Secondary Grant Award associated with this Grant? Yes No

Name of Grant:

Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

NOTE: Please attach this Grant Approval form to the AgendaQuick item. The AgendaQuick "Grant Approval template" must be used. Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed GRANT DOCUMENT (not this approval form) to the Finance Department.

Arizona Game and Fish Department
Grant Agreement

Participant refers to: **Cochise County**

DEPARTMENT refers to: Arizona Game and Fish Department, acting pursuant to and under authority of the Arizona Game and Fish Commission.

In consideration of the mutual promises and other considerations contained herein, this participant agreement is entered into by and between the DEPARTMENT and PARTICIPANT and becomes effective on the date of signing by the Arizona Game and Fish Department Director.

PROJECT NAME: Geronimo Trail's Route to Public Land					
PROJECT DESCRIPTION: This project would secure public right-of-way along Geronimo Trail. The partnership between Cochise County and the Arizona Game and Fish Department Heritage grant would open the foundational corridor to the Public.					
PARTICIPANT NAME: Cochise County	PROJECT NUMBER: P16006				
FUND SOURCE(S): Heritage - Public Access	FUND AMOUNT: \$ 50,000				
PROJECT PERIOD: <table><tr><td>From:</td><td>Date of Signature of Arizona Game and Fish Department Director</td><td>To:</td><td>Three (3) years from date of signature of Arizona Game and Fish Department Director</td></tr></table>		From:	Date of Signature of Arizona Game and Fish Department Director	To:	Three (3) years from date of signature of Arizona Game and Fish Department Director
From:	Date of Signature of Arizona Game and Fish Department Director	To:	Three (3) years from date of signature of Arizona Game and Fish Department Director		
AWARD FISCAL YEAR: 2016					
SPECIFIC SCOPE OF WORK: See Attachment A	SPECIAL CONDITIONS: See Attachment B				
<p style="text-align: center;">LEGAL AUTHORITY TO ENTER INTO THIS AGREEMENT: ARS § 17-231 (B) and ARS § 17-296, et seq.</p>					

HERITAGE GRANT
AGREEMENT

BETWEEN THE ARIZONA GAME AND FISH COMMISSION
AND **Cochise County**

This Heritage Fund Grant Agreement (“Agreement”) is entered into between the Arizona Game and Fish Commission (“Commission”) and Cochise County (“Grantee”) (collectively “Parties” and singularly “Party”) pursuant to A.R.S. § 17-231 (B)(7). The terms “Department” and “Director” refer to the Arizona Game and Fish Department and its Director, acting as administrative agent for the Commission.

WHEREAS, the Commission believes it is important to collaborate with other agencies or organizations in conserving Arizona’s wildlife and preserving Arizona’s wildlife heritage;

WHEREAS, the Commission wishes to foster this valuable relationship by granting funds to the Grantee to carry out the project(s) set forth in the Grantee’s approved grant application (“Application”), which is incorporated herein and attached as Attachment A, in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the above premises, the Parties hereto agree as follows:

I. The Commission agrees that the Department shall:

1. Provide to the Grantee **\$ 50,000** to carry out the project(s) set forth in the Grantee’s Application. The Grantee shall place all grant monies received in a non-interest bearing account.

Payment shall be made as follows:

- a. 90 percent payable upon execution of this Agreement.
 - b. 10 percent, less any adjustment for actual expenditures, upon receipt of a written request and a certification of project completion from the Grantee.
2. Not reimburse the Grantee for items other than those defined in this Agreement.
3. Not make any grant payment on the remaining 10 percent until the Grantee has submitted all past due project status reports.

II. Grantee shall:

1. Deposit all amounts received under the terms of this Agreement to appropriate accounts for each project under the name and number of the project and use such non-interest bearing funds to fulfill the purposes set forth in the Grantee’s Application. Should the Grantee use funds provided to it under this Agreement for

purpose(s) other than those set forth in the Grantee's Application, this Agreement shall terminate automatically and the Grantee shall return to the Department all misappropriated and unused funds. The Grantee shall not use grant funds for the purpose of producing income. The Grantee shall not use grant funds to pay compensation in excess of the established salary for any permanent public employee. The funds shall be expended only for grant work as authorized under the terms of this agreement

2. Maintain full accounting of all actual expenses associated with completing this project and provide copies to the Department as requested.
3. Publicly acknowledge that Commission funds were used to assist project accomplishments. All materials prepared in the performance of this Agreement shall be acknowledged as having been funded by the Arizona Game and Fish Department and the Heritage Fund.
4. Install a permanent sign that credits the Fund and contains the official Department logo and states that funding for the project(s) has been provided by the Commission at the project site, if a project involves acquisition of property, development of public access or renovation of a habitat site.
5. Submit semi-annual project status reports that include the following information:
1) Progress toward completing approved work; 2) An itemized, cumulative project expenditure sheet; 3) Any anticipated delays or other problems that may prevent on-time completion of the project; 4) Any additional information that the Department requests in accordance with this Agreement.
6. Operate and maintain grant-assisted capital improvements, provide reasonable protection of any project improvements, and ensure that reasonable public access is maintained as specified in this Agreement.
7. Return to the Department any unused monies upon completion of the awarded project. The Grantee may make a written request that the Department award the unused monies for an additional project that is consistent with the original scope of work.

III. The Commission and the Grantee mutually agree and understood that:

1. At its discretion, the Department may conduct periodic on-site inspections of the project(s) at all reasonable times. Before final payment is released, the Department may perform a completion inspection and review of an awarded project.
2. In the event of a conflict between the terms of this Agreement and the Grantee's Application, the terms of this Agreement shall govern.

3. This Agreement shall become effective upon the date of final signature and shall continue for a period not to exceed three (3) years. This Agreement may be amended at any time by mutual agreement of the parties in writing. It may be terminated by either party upon thirty 30 days written notice to the other Party. Upon termination, the Grantee shall cease all work performed pursuant to this Agreement and return any unused funds to the Department.
4. The Parties may amend the terms of this Agreement by mutual written consent. The Department shall prepare any approved amendment in writing, and both the Department and the Grantee shall sign the amendment. An amendment lacking a required signature is invalid.
5. The DEPARTMENT may temporarily suspend grant assistance under the project pending required corrective action by the GRANTEE or pending a decision to terminate the grant by the DEPARTMENT by notifying the GRANTEE in writing. Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he or she may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
6. The DEPARTMENT may terminate the project in whole or in part at any time before the date of completion, whenever it is determined that the GRANTEE has failed to comply with the terms or conditions of the grant. In case of default, the DEPARTMENT will provide written notification. The GRANTEE will have ten days to correct the default or show cause. The DEPARTMENT will promptly notify the GRANTEE in writing of the determination and the reasons for the termination, together with the effective date. All payments made to the GRANTEE shall be recoverable by the DEPARTMENT under the project terminated for cause.
7. The DEPARTMENT or GRANTEE may terminate grants in whole, or in part, at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date of the termination and, in the case of partial termination, the portion to be terminated. The GRANTEE shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The DEPARTMENT may allow full credit to the GRANTEE for the grant share of noncancelable obligations properly incurred by the GRANTEE before termination.
8. The DEPARTMENT may require specific performance of the terms of this agreement or take legal steps necessary to recover the funds granted if the GRANTEE fails to comply with the terms of the grant or breaches any condition or special condition of the grant agreement.

9. The remedies expressed in this agreement are not intended to limit the rights of the DEPARTMENT. This agreement shall not in any way abridge, defer, or limit the DEPARTMENT'S right or remedy under law or equity that might otherwise be available to the DEPARTMENT.
10. If the GRANTEE violates state law or this agreement, the DEPARTMENT may seek recovery of all funds granted and classify the GRANTEE as ineligible for heritage Funds grants for a period not to exceed five (5) years.
11. The Grantee is subject to the Department's on-site monitoring inspections to validate grantee's compliance with the Grant Agreement. All open grants (ongoing), closed grants (within 5 years of grant closure) and grants still within the "term of public use" are subject to Department monitoring inspections. When a Department monitoring inspection discovers the Grantee's default or non-compliance with the terms of the Grant Agreement, the Department will provide written notification to the Grantee, and the Grantee will have ten business days to correct the default or non-compliance. The Department may pursue any remedy if the Grantee fails to correct the default or non-compliance within the period to correct, unless the Grantee can show good cause for not correcting the default or non-compliance.
12. Remedies may include repayment of the grant if the GRANTEE fails to provide for operation and maintenance of the equipment, facilities or product of any Heritage grant funded project during the Term of Public Use. The GRANTEE shall reimburse the Heritage Fund as follows:

<u>Years maintained within term of Public Use</u>	<u>Grant Repayment Required</u>
0-20%	100%
21-40%	75%
41-60%	50%
61-80%	25%
81-100%	0%

13. All written notices concerning this Agreement shall be delivered in person or sent by certified mail, return receipt requested, to the Parties as follows:

A. For the Commission and Department:
Grants Coordinator
Directors Office Funds/Planning Section
Arizona Game and Fish Department
5000 W. Carefree Highway
Phoenix, Arizona 85086

B. For the Grantee:
Cochise County
619 Melody Lane
Bisbee, Arizona 85603

14. In carrying out the terms of this Agreement, the Parties agree to comply with Executive Order 2009-09 prohibiting discrimination in employment, the provisions of which are incorporated herein by reference.
15. Pursuant to A.R.S. § 35-214, all books, accounts, reports, files, electronic data, and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the State of Arizona for five (5) years after completion of this Agreement.
16. The GRANTEE shall use equipment purchased with grant funds for a public purpose for the useful life of the equipment, or surrender the equipment to the DEPARTMENT upon completion of the project, whichever comes first, if the equipment purchased with grant funds has an acquisition cost of greater than \$500. If the equipment is sold, the GRANTEE shall pay the DEPARTMENT the amount of any resulting proceeds in the ratio equivalent to the funds provided for the purchase.
17. To the extent required under A.R.S. § 12-1518, the Parties agree to use arbitration to resolve any dispute arising under this Agreement, with each Party to bear its own attorneys' fees and costs.
18. Unless the GRANTEE is a State agency, or an agency of the United States of America, the GRANTEE shall indemnify, save and hold harmless the DEPARTMENT, and the State of Arizona, its agents, departments, officers and employees from all claims, loss, damage, liability, expense, costs, and charges incident to or resulting in any way from any injuries or damage to any person or any damage to any property caused by or resulting from the issuance of or the performance of services rendered as part of this agreement
19. Assignment-Delegation: No right or interest in this contract shall be assigned by the GRANTEE without the prior written permission of the DEPARTMENT, and no delegation of any duty of the GRANTEE shall be made without the prior written permission of the DEPARTMENT.
20. This Agreement is subject to termination for conflict of interest pursuant to A.R.S. § 38-511.
21. This Agreement shall terminate automatically if funds necessary to carry out this Agreement are not allocated or available to the Commission or the Department.

In the event of such termination, the Commission and the Department shall incur no obligation or liability to the Grantee under this Agreement.

22. This Agreement in no way restricts either Party from participating in similar activities with other public or private agencies, organizations, or individuals.
23. All work performed pursuant to this Agreement shall be in compliance with all applicable state and federal laws and regulations. If Grantee violates state or federal law or this Agreement, the Department shall seek recovery of all monies awarded and classify the Grantee as ineligible for grant monies for a period not to exceed five (5) years.
24. The attached Application and estimated cost sheet is hereby incorporated and becomes a part of this Agreement.
25. It is understood by the Parties that the Grantee is an independent contractor with respect to Arizona and not an employee of the Department. The Department will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefits to the Grantee.
26. Grantee's employees, if any, who perform services for the Department under this Agreement are bound by the provisions of this Agreement. At the request of the Department, the Grantee shall provide adequate evidence that such persons are the Grantee's employees.
27. Grantee acknowledges its obligation to obtain appropriate insurance coverage for the benefit of the Grantee (and Grantee's employees, if any). The Grantee waives any rights to recovery from the State of Arizona, the Commission or the Department for any injuries or property damage that the Grantee (and/or Grantee's employees) may sustain while performing services under this Agreement and that are a result of the negligence of the Grantee or Grantee's employees.
28. If Grantee contracts with a third party or subcontractor, the Grantee shall be responsible for ensuring said third party's or subcontractor's compliance with the terms of this Agreement, and Grantee shall be responsible to the state of Arizona, the Commission and the Department if the third party or subcontractor defaults or violates any terms or conditions of this Agreement.
29. If applicable, Grantee shall ensure that the value of real property purchased with grant assistance is appraised by a state certified appraiser within six (6) months before its acquisition, in accordance with the Uniform Standards of Professional Appraisal Practice. The Department reserves the right to select an appraiser for an independent evaluation if the Department has evidence that the participant's appraised value of the real property is not accurate.

30. The Parties agree to comply with Executive Order 2005-30, "Ensuring Compliance with Federal Immigration Laws by State Employers and Contractors," the provisions of which are hereby incorporated by reference.

31. Any special terms and conditions attached hereto as Attachment B are hereby incorporated into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date below:

Cochise County

[Name]
[Title]

[Date]

ARIZONA GAME AND FISH COMMISSION

Larry D. Voyles
Secretary to the Commission
Director, Arizona Game and Fish Department

[Date]

Arizona Game and Fish Department
GRANT AGREEMENT
Approved Project Scope
Exhibit B

Project Name: "Geronimo Trail's Route to Public Land"
Project Number: P16006

Listed below are the funding categories, as approved by the DEPARTMENT, for activities to be undertaken with grant funds, match and donations.

Grant Funds Awarded For:

Pre-agreement	\$0
Development	\$50,000
Acquisition	\$0
Personnel	\$0
Other	\$

Total Grant Funds Awarded:	\$50,000
Match	\$16,091

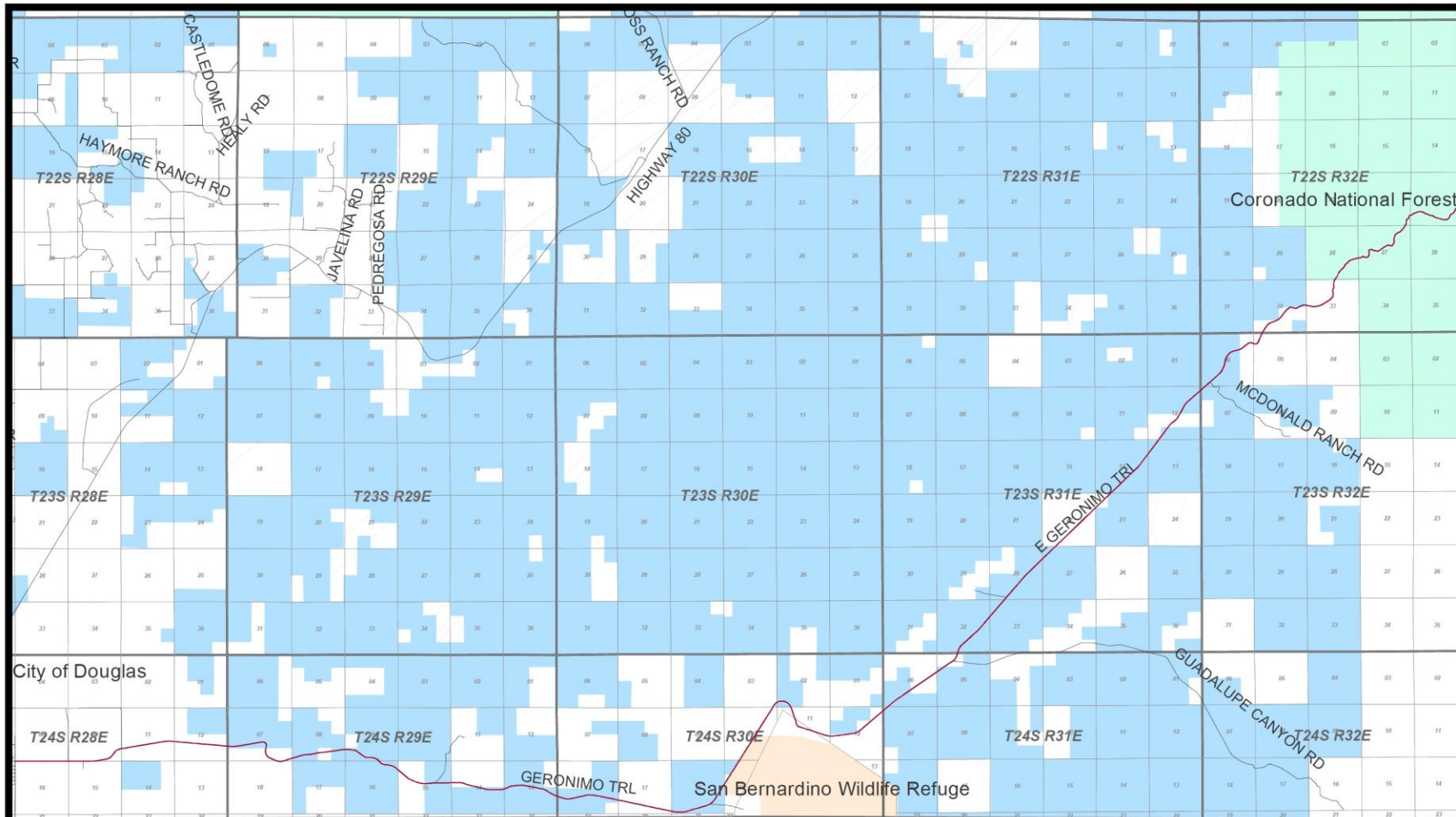
Total Project Costs: \$66,091

Special Conditions

All signage must be reviewed and approved by AZGFD and must give credit to the Department's Heritage Fund.

All required valid permits must be acquired and maintained by the Participant.

If ground disturbance is included in this project the Participant must receive clearance from the State Historic Preservation Office prior to release of funds.



Legend

Land Jurisdiction:

- Coronado National Forest
- Arizona State Land Holdings
- San Bernardino Wildlife Refuge
- Geronimo Trail Alignment



Location
Map

Geronimo
Trail

Arizona
Game &
Fish
Heritage
Grant

This map is a product of the
Cochise County GIS
Information Technology Dept.



0' 1" = 10000'

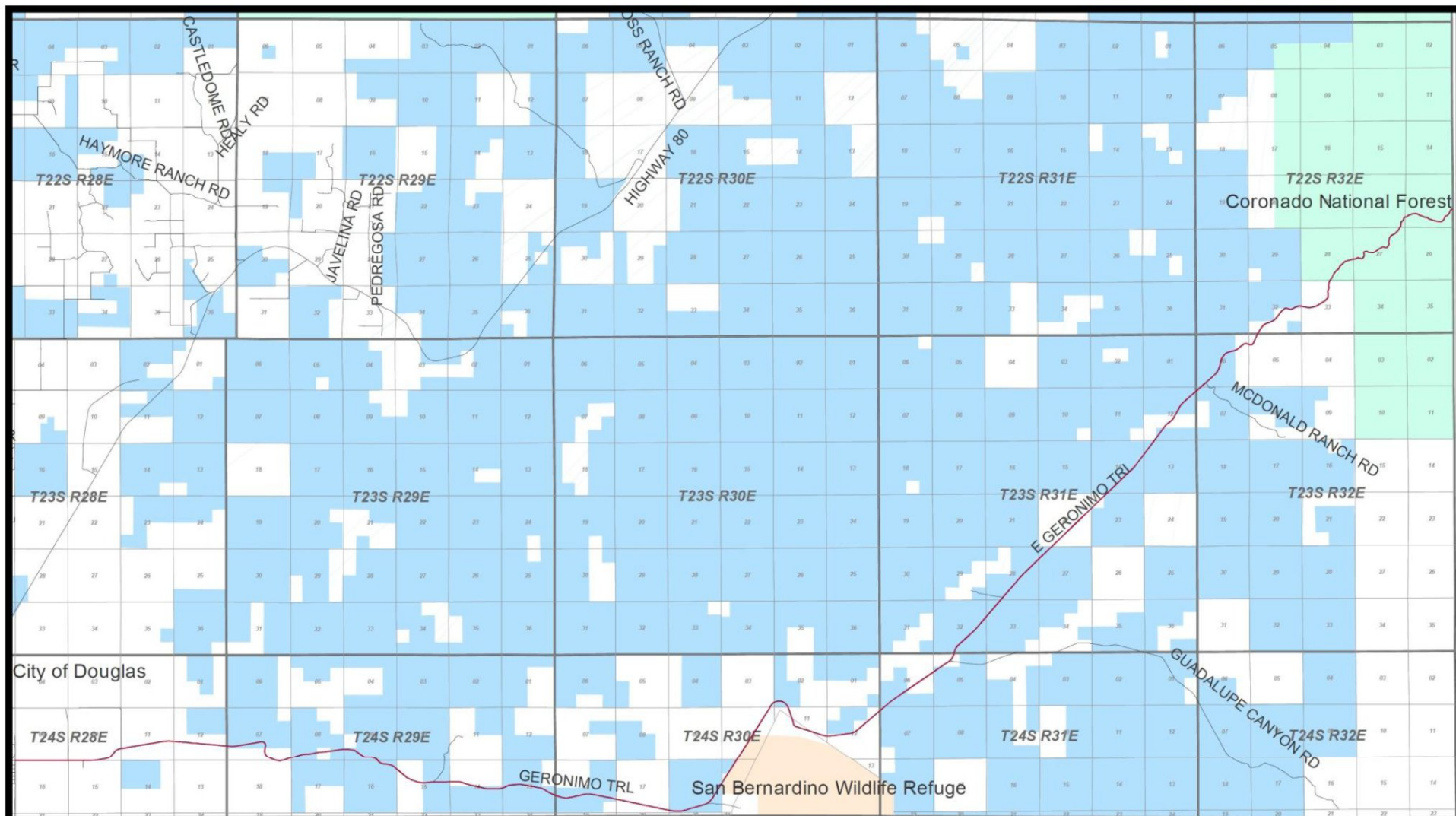
COCHISE COUNTY

Arizona Game and Fish Heritage Grant Geronimo Trail Right-of-Way Acquisition

March 22, 2016



Public Programs...Personal Service



Legend

Land Jurisdiction:

- Coronado National Forest
- Arizona State Land Holdings
- San Bernardino Wildlife Refuge
- Geronimo Trail Alignment

Regular Board of Supervisors Meeting**Meeting Date:** 03/22/2016

State and Federal Legislation Discussion

Submitted By: Arlethe Rios, Board of Supervisors**Department:** Board of Supervisors**Presentation:** No A/V **Recommendation:**
Presentation**Document Signatures:** **# of ORIGINALS**
Submitted for Signature:**NAME** na **TITLE** na
of PRESENTER: **of PRESENTER:****Mandated Function?:** **Source of Mandate**
or Basis for Support?:**Information****Agenda Item Text:**

Discussion and possible action regarding state and federal legislative matters, including but not limited to the items in the attached County Supervisors Association Legislative Policy Committee Agenda and the proposed State budget.

Background:

na

Department's Next Steps (if approved):

na

Impact of NOT Approving/Alternatives:

na

To BOS Staff: Document Disposition/Follow-Up:

na

Budget Information*Information about available funds***Budgeted:** ☐**Funds Available:** ☐**Amount Available:****Unbudgeted:** ☐**Funds NOT Available:** ☐**Amendment:** ☐**Account Code(s) for Available Funds**

1:

Fund Transfers**Attachments**LPC MinutesLPC AgendaLPC Tracking Report - March 11, 2016



County Supervisors A S S O C I A T I O N o f a r i z o n a

COUNTY SUPERVISORS ASSOCIATION LEGISLATIVE POLICY COMMITTEE

(Teleconference Made Available)

County Supervisors Association

1905 West Washington

Phoenix, Arizona

MINUTES

March 11, 2016

Call to Order:	Mandy Metzger	9:00 a.m.
Present In Person:	Tom Thurman	Yavapai County
Present Telephonically/Webinar:		
	Dr. Joe Shirley, Jr.	Apache County
	Ann English	Cochise County
	Mandy Metzger	Coconino County
	Tommie Martin	Gila County
	Jim Palmer	Graham County
	David Gomez	Greenlee County
	D. L. Wilson	La Paz County
	Gary Watson	Mohave County
	Jason Whiting	Navajo County
	Cheryl Chase	Pinal County
	Rudy Molera	Santa Cruz County
	Russell McCloud	Yuma County
Absent:	Clint Hickman	Maricopa County
	Ray Carroll	Pima County
Proxy:	Tommie Martin	Gila County

Others present telephonically: John Marcanti, Russ Clark, Delwin Wengert, Jim Vlahovich, Cynthia Seelhammer, Todd Madeksza, Jacque Sanders, Janice Cook, Terry Cooper, Kay Gale, Jennifer Wong, Jennifer St. John

Others present in person: Rick Bohan, Mark Barnes, Rebecca Beebe, Craig Sullivan, Penny Adams, Dan Bogert, Daniel Romm, Kristin Cipolla, Yvonne Ortega, Elise Kulik

Penny Adams called roll and a quorum was not present.

Budget Update

Craig Sullivan noted that next week is the last week to hear bills in committees in the opposite chamber, which will predict long committee agendas and a long process overall. He reported that CSA staff has been continuing outreach with legislators to convey the counties' message on our issues. Yesterday, he had sent a list to counties of 13 legislators who had stepped up to help promote the county priorities and he suggested county supervisors contact those they are close to and thank them for their support. CSA will continue the constant communications and will keep the counties apprised of any other legislators who help promote the counties' efforts.

Approval of the Minutes

Penny Adams called roll again and a quorum was present. Supervisor Ann English moved to approve the minutes of the March 4, 2016, Legislative Policy Committee meeting. Supervisor Tommie Martin seconded the motion and the motion passed unanimously.

Legislative Bills for Discussion

President Mandy Metzger requested from staff to indicate what type of action, if any, is needed for each discussion of legislation.

Courts & Criminal Justice

[SB 1377 sentence enhancements; unlawful presence; release](#). Kristin Cipolla advised the bill was sent to the county managers and some feedback was received. She noted it does carry a fiscal impact to counties. Discussion occurred. Supervisor Ann English moved to oppose SB 1377. Supervisor Cheryl Chase seconded the motion and the motion passed unanimously.

General Government

- 1) [HB 2088 schools; assessments; surveys; informed consent](#). Kristin Cipolla advised the bill passed the Senate yesterday 5-2. Discussion occurred. The bill will be brought back to next week's CSA Board of Directors meeting.
- 2) [HB 2398 fireworks; definition](#). Kristin Cipolla advised the bill was distributed to the counties and some feedback was received. Supervisor Tom Thurman moved to oppose HB 2398. Supervisor Gary Watson seconded the motion and the motion passed unanimously.
- 3) [HB 2350 occupational disease; post-traumatic stress disorder](#). Daniel Romm reported that the Legislative Policy Committee (LPC) had previously voted to oppose this bill. The bill passed the House 59-0. Daniel advised that favorable language has been drafted for an amendment to the bill. Supervisor Gary Watson moved to approve HB 2350 as amended. Supervisor Russell McCloud seconded the motion and the motion passed unanimously.
- 4) [SB 1244 fire districts; wildland fires; budget](#). Dan Bogert outlined the bill. Discussion occurred. Supervisor Tom Thurman moved to approve SB 1244. Supervisor Gary Watson seconded the motion. Discussion occurred. The motion passed unanimously.
- 5) [SB 1487 state law; local violations; penalties](#). Daniel Romm advised that the bill passed House Commerce 5-3 and is awaiting floor action. Supervisor Ann English moved to oppose SB 1487. Supervisor Rudy Molera seconded the motion. Discussion occurred. The motion passed unanimously.

Supervisor Tommie Martin announced she needed to leave the meeting, is giving her proxy to Supervisor John Marcanti to continue with the meeting, and she will fax a copy to CSA.

- 6) [SB 1524 regulatory actions; limitation](#). Daniel Romm reported out on the bill.

Planning & Zoning

[SB 1350 online lodging marketplaces; taxation](#). Daniel Romm reported out on the bill. Discussion occurred. The bill is scheduled for hearing next Monday afternoon. President Metzger requested CSA continue to monitor the bill and bring it back to next week's CSA Board of Directors meeting.

Taxes

- 2) [HB 2568 community facilities districts; formation; governance](#). Craig Sullivan reported that the LPC had previously voted to oppose this bill. The bill is scheduled in Senate Government next Wednesday. CSA will continue to monitor and will bring it back to next week's CSA Board of Directors meeting.
- 1) [HB 2495 sporting event tax revenue; tourism](#). Dan Bogert reported out on the bill.

CSA Legislative Agenda

President Metzger stated CSA staff will report out on only three of the bills from CSA's legislative agenda, unless anyone had questions on others.

- 1) [HB 2021 codes; adoption by reference; copies](#)
- 2) [HB 2368 county contributions; hospitalization; medical; repeal](#)
- 3) [HB 2373 regional transportation authority; membership; election](#)
- 4) [HB 2430 county libraries; general fund](#)
- 5) [HB 2512 pension contributions; expenditure limit exemption](#). Dan Bogert reported the bill passed the Senate committee and is slated next for the Senate floor. CSA will continue to move this bill forward and will provide any action alerts necessary. President Metzger reiterated the importance of counties responding to the action alerts.
- 6) [HB 2541 S/E: primitive campgrounds; exemption; definition](#)
- 7) [HB 2564 appropriation; indigent defense fund](#)

- 8) [SB 1198 public libraries operation; third party contracts](#)
- 9) [SB 1250 intergovernmental public transportation authority; taxation](#)
- 10) [SB 1308 juvenile charged as adult; detention](#). Kristin Cipolla reported the bill passed the Senate unanimously and has now been assigned to House Judiciary.
- 11) [SB 1316 board of trustees; disincorporation; repeal](#). Daniel Romm reminded members that this was the bill used as a striker for another issue. CSA has found another vehicle for this issue. A floor amendment will be offered next week to add this issue to HB 2146.
- 12) Folder # TBD Expenditure Limit Exclusion of RICO Funds

Next Meeting Date and Time

President Metzger advised that the next LPC meeting will be held in conjunction with the CSA Board of Directors meeting on Thursday, March 17.

Other Business

Supervisor Tom Thurman sought information on an e-mail he received conveying that the House reached some agreement to recommend that the budget contain no sweeps of HURF funds for this year. President Metzger requested he forward that e-mail to CSA to look into.

Adjournment

President Mandy Metzger thanked everyone for their participation. There being no further business, President Mandy Metzger adjourned the meeting at 10:06 a.m.



County Supervisors

A S S O C I A T I O N

o f a r i z o n a

1905 W. Washington St., Ste. 100, Phoenix, AZ 85009
(602) 252-5521 fax: (602) 253-3227

**COUNTY SUPERVISORS ASSOCIATION
BOARD OF DIRECTORS
AGENDA
March 17, 2016
Boardrooms A and B
(Teleconference Available)
County Supervisors Association
1905 W. Washington St.
Phoenix, AZ**

10:00 a.m. Call to Order / Prayer / Pledge ~ *President Mandy Metzger*

1) Administrative Matters

- ❖ Approval of the Minutes of the February 18, 2016, Board of Directors Meeting (*previously distributed*)
(*as revised March 10, 2016*)
- ❖ Approval of the Minutes of the March 11, 2016, Legislative Policy Committee Meeting (*previously distributed*)

2) Arizona Department of Public Safety ~ *Colonel Frank Milstead, DPS Director*

3) Outreach and Advocacy

- ❖ State Budget Update
- ❖ Bills for Discussion:
 1. [HB 2088 schools; assessments; surveys; informed consent](#) (*Finchem*)
 2. [HB 2201 sovereign authority; commandeering; prohibition; exception](#) (*Thorpe*)
 3. [HB 2288 constables; duties; training; discipline](#) (*Bowers*)
 4. [HB 2517 business professionals; regulation restrictions](#) (*Petersen*)
 5. [HB 2568 community facilities districts; formation; governance](#) (*Gowan*)
 6. [HB 2666 governor's economic opportunity office; consolidation](#) (*Fann*)
 7. [SB 1159 S/E prosperity districts; formation; governance](#) (*Smith*) / [HB 2647 S/E prosperity districts; formation; powers; expansion](#) (*Montenegro*)
 8. [SB 1257 misconduct involving weapons; public places](#) (*Kavanagh*)
 9. [SB 1350 online lodging marketplaces; taxation](#) (*Lesko*)
 10. [SB 1487 state law; local violations; penalties](#) (*Biggs*)
- ❖ CSA Legislative Agenda
- ❖ Other Issues / Legislation

4) 1 Percent Update

5) Federal Update

CONTINUED TO NEXT PAGE ➡



- 6) NACo Report
 - ❖ NACo Annual Legislative Conference, February 20-24, 2016, Washington, D.C. ~ *CSA NACo Board Representative, Supervisor Manny Ruiz*
 - Breakfast With Arizona U.S. Senators, Wednesday, February 24, 2016, 8:30-10:00 a.m.
 - ❖ Advisory: Nominations/election of National Association of Counties (NACo) Board of Directors Representative to be Held at the April CSA Board of Directors Meeting
 - ❖ Advisory: Nominations/election of National Association of Counties (NACo) Western Interstate Region (WIR) Board of Directors CSA Voting Representative to be Held at the April CSA Board of Directors Meeting
 - ❖ Advisory: Nominations/election of National Association of Counties (NACo) Western Interstate Region (WIR) Board of Directors CSA Alternate Nonvoting Representative to be Held at the April CSA Board of Directors Meeting
 - ❖ Advisory: NACo National County Government Month, April 2016: Safe and Secure Counties (Proclamation Issued)
 - ❖ Upcoming: Western Interstate Region Board of Directors, May 25-27, 2016, Teton County, WY
- 7) County Managers Report
- 8) County Caucus Reports
- 9) Other Business (*Next Meeting: April 21, 2016*)
- 10) Adjourn

Attendance may occur by teleconference or videoconference

The County Supervisors Association Board of Directors may vote to order an executive session for the purposes of discussion on any of the agenda items. A.R.S. § 38-431.03(A)(1), (3), (4), and (5).



Board of Directors Meeting: Bills for Review March 17, 2016

1. [HB 2088 schools; assessments; surveys; informed consent](#) (*Finchem*)
This bill requires written informed consent from a parent prior to the administration of surveys that investigate the attitudes, behaviors, beliefs, experiences, opinions or thoughts of a pupil or group of pupils. May negatively impact the ability of the Arizona Criminal Justice Commission to collect data for the Arizona Youth Survey, which is used by counties to apply for federal grants.
Status: Passed Senate Education 5-2, passed Senate Rules and Caucus, awaiting Senate floor action
2. [HB 2201 sovereign authority; commandeering; prohibition; exception](#) (*Thorpe*)
Prohibits the State of Arizona and its political subdivisions from using personnel and financial resources to enforce, administer or cooperate with any United States Government actions that constitute commandeering. Commandeering is defined as any action that is either not in pursuance of the United States Constitution, has not been affirmed by a vote of Congress and signed into law; or exceeds the powers of Congress enumerated in the United States Constitution.
Status: Passed Senate Federalism, Mandates and Fiscal Responsibility 4-3, awaiting Rules
3. [HB 2288 constables; duties; training; discipline](#) (*Bowers*)
Includes various changes to statutes relating to constables and the Constable Ethics Standards and Training Board (Board). A county board of supervisors is authorized to suspend a constable from performing her/his duties. If the Board determines that a constable has committed a criminal act, the Board must refer the investigation to the county attorney's office. A constable may seek judicial review of a final order suspending the constable in the superior court.
Status: Senate Public Safety, Military and Technology hearing 3.16.2016.
4. [HB 2517 business professionals; regulation restrictions](#) (*Petersen*)
Creates the Right to Earn a Living Act that requires municipalities, counties and agencies to limit entry regulations and public service restrictions that apply to businesses and professions as necessary to ensure the public health, safety and welfare.
Status: Senate Government hearing 3.16.2016
5. [HB 2568 community facilities districts; formation; governance](#) (*Gowan*)
Requires the creation of a community facilities district if the proposed land totals more than 600 acres and every land owner has signed the petition.
Status: Senate Government hearing 3.16.2016
6. [HB 2666 governor's economic opportunity office; consolidation](#) (*Fann*)
Establishes the Governor's Economic Opportunity Office, the Arizona Finance Authority and the Arizona Industrial Development Authority. Enables data collection and reporting by the Workforce Data Task Force. Modifies the Qualified Facilities Income Tax Credit and Arizona Competes Fund.
Status: Passed Senate Commerce and Workforce Development 8-0, Senate Finance hearing 3.16.2016

7. **SB 1159 S/E prosperity districts; formation; governance** (Smith) / **HB 2647 S/E prosperity districts; formation; powers; expansion** (Montenegro)
Allows for the formation of a Prosperity District in which most taxes and regulations would not apply. Specifies that the original owners of a property may submit a written petition to form a prosperity district to the Governor, Speaker of the House, President of the Senate, and to the council of any city or town (no county notification). Once the first district is formed, the Governor is required to negotiate an interstate compact regarding prosperity districts. Once the interstate compact is final, any district must negotiate a revenue sharing agreement with the state and any city or town the district resides in (no county portion of revenue). Once the revenue sharing agreement is final, the district is no longer subject to tax and regulatory policy implemented by other levels of governments. Still requires the state, county, and municipalities to perform certain services within the district but restricts them in other places.
Status: Passed House Ways and Means 5-4, awaiting Rules/ Senate Federalism, Mandates and Fiscal Responsibility Hearing 3.15.2016
8. **SB 1257 misconduct involving weapons: public places** (Kavanagh)
Allows individuals who possess a valid concealed weapons permit to carry a concealed weapon in a public establishment or at a public event. In order to prohibit individuals with concealed weapons permits from entering, the location must have security personnel and electronic weapons screening devices at each entrance to the establishment; or security personnel who electronically screen each person who enters the public establishment to determine if they have a deadly weapon and if they do, the security personnel must provide secure storage for that weapon; or the location is not accessible to the public, has security personnel in place and/or coded/biometric/restricted entry. This bill does not apply to any educational institution, anywhere with a liquor license or any state, county or municipal judicial department, law enforcement agency or correctional facility.
Status: House Judiciary Hearing 3.16.2016
9. **SB 1350 online lodging marketplaces; taxation** (Lesko)
Requires online firms (instead of the homeowner), who specialize in renting out rooms or homes, to collect local taxes and then forward them to the Arizona Department of Revenue which would then send them to the affected jurisdictions. Counties, cities, and towns cannot prohibit or restrict these types of rentals simply because the property is not classified as a hotel.
Status: Passed House Ways and Means 8-1, awaiting Rules
10. **SB 1487 state law; local violations; penalties** (Biggs)
Requires the Arizona Attorney General to investigate alleged violations of state statute, or the Arizona Constitution, by a county, city or town. Violations could result in withholding of state shared revenues.
Status: Passed House Commerce 5-3, passed Rules and Caucus, awaiting House floor action



2016 CSA Legislative Agenda

HB 2021 codes; adoption by reference; copies (Stevens)

CSA Staff: Daniel Romm

Replace the requirement that three paper copies of a county's building codes be kept in the clerk of the board's office for inspection with the stipulation that a county keep three paper copies, or one paper copy, and make available an electronic copy of its codes. Currently, municipalities have this authority.

Status: Passed the Senate Water and Energy Committee 7-0; awaiting Senate floor action

HB 2368 county contributions; hospitalization; medical; repeal (Thorpe)

CSA Staff: Dan Bogert

Eliminate the county Disproportionate Uncompensated Care (DUC) payments to the state.

Status: Referred to House Appropriations Committee; moving to budget discussion

HB 2373 regional transportation authority; membership; election (Shope)

CSA Staff: Kristin Cipolla

Amend statute to clarify that membership of a Regional Transportation Authority (RTA) consists of only members and a director from areas and municipalities located within the county establishing the RTA.

Status: Passed the Senate Transportation Committee 6-0; awaiting Senate floor action

HB 2430 counties; free library system (Stevens)

CSA Staff: Daniel Romm

Permit the BOS to establish, operate and maintain a county free library system utilizing monies from the county General Fund.

Status: Passed the Senate Government Committee 6-0; awaiting Senate floor action

HB 2512 pension contributions; expenditure limit exemption (Coleman)

CSA Staff: Dan Bogert

Exclude any payments local governments make to the Public Safety Personnel Retirement System (PSPRS) for unfunded liability from the county expenditure limit under Article IX, § 20 of the Arizona Constitution.

Status: Passed the Senate Finance Committee 5-0; awaiting Senate floor action

HB 2541 primitive camping; exemption; definition (Finchem)

CSA Staff: Kristin Cipolla

This proposal would allow counties the option of operating campgrounds and parks in primitive and remote areas of the state without providing the currently required infrastructure, including running water, sewage systems, and trash.

Status: Passed the Senate Natural Resources Committee 5-0; awaiting Senate Rules

HB 2564 appropriation; indigent defense fund (Cobb)

CSA Staff: Kristin Cipolla

Allocate financial resources to impacted counties to assist with providing mandated attorney services for indigent defendants in juvenile dependency matters due to recent increases in costs associated with these cases, as a result of the overhaul of the child protective services system in Arizona.

Status: Referred to the House Judiciary and the House Appropriations Committees; moving to budget discussion

SB 1198 public libraries operation; third party contracts (Griffin)

CSA Staff: *Daniel Romm*

Allow counties without an established library district to expend general fund monies on library services at established county libraries in unincorporated areas and to enter into various intergovernmental agreements (IGAs) or contracts to provide library services without the requirement that those IGAs and contracts be with an incorporated city or town.

Status: Passed the House County & Municipal Affairs 8-0; awaiting House floor action

SB 1250 intergovernmental public transportation authority; taxation (Shooter)

CSA Staff: *Dan Bogert*

Grant an intergovernmental public transportation authority (IPTA), which has the same boundaries as the county in which it resides, the same authority as a regional transportation authority (RTA) to levy a one-half cent transportation excise tax if approved by the voters. This tax may only be levied under either an IPTA or RTA but not both.

Status: Failed to be heard in the Senate Finance Committee

SB 1308 juvenile charged as adult detention (Griffin)

CSA Staff: *Kristin Cipolla*

Clarify that judges have the option to detain pre-trial youth transferred to adult court in juvenile detention centers instead of in county jails.

Status: Passed the Senate 30-0; will be heard in the House Judiciary Committee on 3.16.2016

SB 1316 board of trustees; disincorporation; repeal (Kavanagh)

CSA Staff: *Daniel Romm*

Eliminate Title 9, Chapter 2, Article 2, Arizona Revised Statutes, which provides for the disincorporation and reincorporation of a municipality. Provisions of this section have been found unconstitutional and could negatively impact Arizonans.

Status: Underlying bill will be amended onto HB 2146 municipalities; property sale threshold; election (*Leach*)

Expenditure Limit Exclusion of RICO Funds

Sponsor: *TBD* **CSA Staff:** *Dan Bogert*

Exclude all Racketeer Influenced and Corrupt Organizations (RICO) expenditures from the county expenditure limit under Article IX §20 of the Arizona Constitution.



County Supervisors

A S S O C I A T I O N
of a r i z o n a

1905 W. Washington St., Ste. 100, Phoenix, AZ 85009
(602) 252-5521 fax: (602) 253-3227

NACo Board of Directors CSA Appointment

Position to be Held: CSA has one dedicated seat on the NACo Board of Directors. The election for this position will be held at the April CSA Board of Directors meeting. The term would begin July 2016 and would be held for a minimum of two-years, with no term limit, to be affirmed on a bi-annual basis at the April board meeting of even-numbered years (*per CSA Bylaws Articles 6.9 and 6.10*).

Current Representative=Supervisor Manny Ruiz (4/2010-present)

Purpose of the Board: The 126-member board oversees NACo operations. CSA's appointment provides an opportunity to advance the interests of Arizona's supervisors and counties within NACo.

NACo Board of Directors Meeting Schedule for FY16-17: The NACo Board meets four times each year during the following periods:

- July 22-25, 2016, at the NACo Annual Conference in Los Angeles County (Los Angeles), California (*NACo and NACoRF BOD will meet during this conference*)
- December 2016, at the NACo Fall Board of Directors Meeting, *Date and Location TBD*
- February 25-March 1, 2017, at the NACo Legislative Conference in Washington, D.C. (*NACo Board meets during this conference*)
- May 24-26, 2017, at the Annual Western Interstate Region Conference in Deschutes County (Sunriver), Oregon (*NACo Board meets during this conference*)

Reimbursement Policy: \$6,000 reimbursement in budget based on CSA's reimbursement policy

WIR Board of Directors CSA Appointments

Voting Position to be Held: CSA has one dedicated seat for the voting representative on the Western Interstate Region (WIR) Board of Directors. The election for this position will be held at the April CSA Board of Directors meeting. The term would begin July 2016 and would be held for a minimum of two-years, with no term limit, to be affirmed on a bi-annual basis at the April board meeting of even-numbered years (*per CSA Bylaws Articles 6.9 and 6.10*). *Current Representative=Supervisor Tommie Martin (3/2015-present)*

Alternate Position to be Held: CSA has one nonvoting, alternate seat for a member on the Western Interstate Region (WIR) Board of Directors. As this position is not currently within the CSA Bylaws, until the CSA Bylaws can be amended to include this position, the standard term will follow the same format as the dedicated voting member representative seat. The election for this position will be held at the April CSA Board of Directors meeting. The term would begin July 2016 and would be held for a minimum of two-years, with no term limit, to be affirmed on a bi-annual basis at the April board meeting of even-numbered years (*per CSA Bylaws Articles 6.9 and 6.10*). *Current Representative=Supervisor Liz Archuleta (3/2015-present)*

Purpose of the Board: The 26-member board focuses on public lands policy (including PILT funding) and other issues critical to the western region of the United States. WIR provides a forum to hear speakers, discuss legislation, and network with other officials to exchange policy information. CSA's appointment provides an opportunity to advance the interests of Arizona's supervisors and counties within WIR.

WIR Board of Directors Meeting Schedule for FY16-17: The WIR Board meets four times each year during the following periods:

- July 22-25, 2016, at the NACo Annual Conference in Los Angeles County (Los Angeles), California (*NACo and NACoRF BOD will meet during this conference*)
- October 2016, at the WIR Board of Directors Meeting, *Date and Location TBD*
- February 25-March 1, 2017, at the NACo Legislative Conference in Washington, D.C. (*NACo Board meets during this conference*)
- May 24-26, 2017, at the Annual Western Interstate Region Conference in Deschutes County (Sunriver), Oregon (*NACo Board meets during this conference*)

Reimbursement Policy: *There is no travel reimbursement for these positions, because CSA pays annual dues to WIR, currently at \$8,881.*

Sponsored by the National Association of Counties

This Year's Theme is:

“Safe and Secure Counties”

National County Government Month (NCGM), held each April, is an annual celebration of county government. It provides an excellent opportunity for county officials to raise public awareness and understanding about the roles and responsibilities of counties and to highlight essential county services and effective programs. National County Government Month is a chance for you to show your community and county residents exactly [Why Counties Matter](#).

With this year's theme of “Safe and Secure Counties,” counties can show their residents the essential role counties play in their responsibility to protect and enhance the health, welfare and safety of its residents in sensible and cost-effective ways. Counties may focus on how they preserve public health, ensure public safety, and promote local economies and resiliency.

For more information on NCGM, visit [NACo NCGM website](#). Click [here](#) for an idea handbook.

Ideas To Get the Word Out:

- Establish a National County Government Month planning committee
- Decide how extensive your activities will be
- Issue a Proclamation
- Prepare and distribute county fact sheets on key county departments
- Contact the media after deciding what events or activities will be held
- Participate in County and Mayor Recognition Day for National Service on April 5, 2016
- Schedule a meeting with your Congressional representative(s)



Suggestions To Make It Happen:

- Address County Issues Important to Citizens on Safety and Security: consider best practices and policies held by the county in public health, public safety and promoting local economies, focusing on: 1) public health services provided, such as clinical services, behavioral health, mental health services, and veteran services; 2) justice system, including law enforcement, courts and probation, trained emergency responders, operating and maintaining county jail and detention facilities, parks and recreation, and protection against cyber threats; and 3) protecting residents' well-being, community economic development efforts, and offering opportunities to develop skills.
- Open House of the County: open house at the county courthouse and administration building; tours of county facilities; informational displays in malls, libraries and fairs; hold public outreach events at community centers.
- Give Them the Facts: public safety and justice programs provided by the county; how many emergency vehicles the county owns; list the daily average of jail population; how many bookings were processed at the county jail last year; how many police officers/sheriff deputies/first responders are employed by the county; how many emergency calls were responded to last year; list the services available at the public safety building, such as arraignment, courtrooms, judges' chambers, satellite offices for county attorneys and public defenders; list other jail support facilities at the public safety building; how many road, bridges, and building improvements were completed last year; list how many inmates were provided healthcare services last year; how many health department inspections were conducted last year; how many patients were served last year at county hospitals and clinics; how many senior citizens or veterans received county services last year; how is your county supporting domestic violence survivors; how your county is protecting children from abuse and neglect; how many people are unemployed in your county; how many residents received direct job training or unemployment services last year; how many businesses have been added to the county; and how many new jobs have the new businesses brought in.
- School Involvement: plan visits by elected county officials to various schools; plan a career day at local high schools; select a high school student to be “county official” for the day; promote a contest; and tell students and educators about “Counties Work,” an online game developed by NACo with iCivics.
- Media Coverage: keep the media updated; prepare news advisories and news releases; plan activities that have news value; ask newspapers to list a schedule of that week's upcoming events; ask television and radio stations to run public service announcements; and use local cable and social media to get the message out about your county's accomplishments and National County Government Month.

GOVERNOR DOUGLAS A. DUCEY

STATE OF ARIZONA

PROCLAMATION

WHEREAS, counties play an essential role in keeping Arizona's communities safe and secure by preserving public health and well-being, ensuring public safety, and promoting local economies and resiliency; and
WHEREAS, counties take seriously their leadership role in protecting and enhancing the health, welfare and safety of citizens in its community and provide the tools to deliver more effective and higher quality services while containing costs with the efficient use of local tax dollars, with the goal to strengthen Arizona's economies; and
WHEREAS, in order to remain healthy, vibrant, safe, and economically competitive, counties provide public health, justice, emergency management, and economic services that play a key role in every aspect from residents' daily health to disaster response; and
WHEREAS, there are 15 counties in the State of Arizona collectively responsible for and serving the needs of every resident of the State; and
WHEREAS, Arizona counties reflect the wide diversity of people, culture, and landscape in our State; and
WHEREAS, in recognition of the leadership, innovation and valuable service provided by the State's counties.
NOW, THEREFORE, I, Douglas A. Ducey, Governor of the State of Arizona, do hereby proclaim April 2016 as

COUNTY GOVERNMENT MONTH

in recognition of the leadership, innovation and invaluable service provided by all Arizona counties.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Arizona



Douglas A. Ducey
GOVERNOR

DONE at the Capitol in Phoenix on this seventeenth day of February in the year Two Thousand and Sixteen and of the Independence of the United States of America the Two Hundred and Fortieth.

ATTEST:

Michelle Reagan

SECRETARY OF STATE

Ongoing Bill List: All LPC Bills

Bill Number	Short Title	Prime Sponsor	Summary	Status	LPC Comments & Position
HB 2001	unlawful distribution of private images	<i>Mesnard</i>	Makes changes to current law regarding the unlawful distribution of private images. The bill would make it unlawful for a person to intentionally disclose an image of another person who is identifiable from the image or information displayed in connection with the image if certain conditions apply. Includes an emergency clause.	Passed House 58-0; Passed Senate 29-0, Signed by Governor.	1/15 - LPC took a position to support the proposed legislation. This proposed legislation is the same issue we supported in 2015.
HB 2005	tax abatement; no parcel number	<i>Finchem</i>	The list of circumstances for abating a tax a removing a lien is expanded to include failure by the county assessor to assign a valid property tax parcel identification number.	Held in House Ways & Means	2/5 -Members discussed purpose behind bill and liability concerns, no action was taken. 2/12 - Informational purposes, bill no longer moving.
HB 2010	collection; voted early ballots; limitation	<i>Kern</i>	A person who knowingly collects more than two voted or unvoted early ballots during any two year cycle is guilty of a class 6 felony. Does not apply to a family member, household member or caregiver of the voter or to a candidate or a candidates spouse. Similar to SB1339 sponsored by Senator Shooter in 2015.	Held in House Elections	1/15 - Informational purposes, no action was taken.
HB 2015	publicity pamphlets; counties; municipalities	<i>Stevens</i>	Stipulates all contracts for pamphlet publication or mailing contain a penalty of \$0.01 each day mailing is delayed, to be paid by the contractor to the office of the officer in charge of elections.	Passed House 58-0; Passed Senate Government 7-0, passed Rules & Caucus, awaiting Floor action.	1/15 - Informational purposes, no action was taken.
HB 2023	delivery; early ballots; limitation	<i>Ugenti-Rita</i>	A person who knowingly collects voted or unvoted early ballots from another person is guilty of a class 6 felony. Any person who is allowed by law to transmit U.S. mail is deemed not to have collected an early ballot while engaged in official duties. Does not apply to a "family member," "household member" or "caregiver" of the voter.	Passed House 34-23; Passed Senate 17-12, Signed by Governor.	1/15 - Informational purposes, no action was taken.
HB 2024	immigration laws; attorney fees	<i>Finchem</i>	Removes a provision allowing court costs and attorney fees to be awarded in immigration enforcement proceedings.	Passed House 35-23, Passed Senate Government 4-3, awaiting Rules.	1/15 - Informational purposes, no action was taken.
HB 2025	utilities TPT; sales of propane	<i>Mitchell</i>	The list of deductions from the tax base for the utilities classification of transaction privilege and use taxes is expanded to include gross proceeds of sales or gross income derived from sales of propane to a business that is principally engaged in manufacturing or smelting operations and that uses at least 51 percent of the propane in the manufacturing or smelting operations.	Passed House 46-14; Passed Senate Finance 4-1, awaiting Rules.	1/15 - Informational purposes, no action was taken. 2/25 - LPC took a position of opposition.
HB 2028	taxes; payment; condemned property	<i>Mitchell</i>	If a municipality, county, school, community college, special taxing district, the state or any agency or instrumentality of the state acquires real or personal property by condemnation, they're not required to pay unpaid taxes, penalties and interest in an amount that exceeds the fair market value of the property interest acquired.	House Ways & Means Held	1/21 - No discussion.

Bill Number	Short Title	Prime Sponsor	Summary	Status	LPC Comments & Position
HB 2040	county boundary change; study committee	<i>Finchem</i>	This bill would establish a 9 member joint committee on county boundary changes, to study the feasibility of changing county boundaries, including the fiscal and related impacts of county boundary changes.	House County & Municipal Affairs Held	1/15 - Some LPC members raised concerns.
HB 2051	catastrophic public nuisance; determination; abatement	<i>Finchem</i>	The mayor of a municipality may determine that a "catastrophic public nuisance "exists on state or federal land within the municipal borders, and the chairman of the county board of supervisors or the county sheriff may determine that a catastrophic public nuisance exists.	Held House County & Municipal Affairs	1/15 - Informational purposes, no action was taken. 2/5 - Members expressed concerns regarding the role of the chair of the BOS or county sheriff. LPC took a position to oppose.
HB 2055	class six property; elderly homeowners	<i>Cardenas</i>	Classifies a property owned by an individual who qualifies for senior citizen property valuation protection as a class six property.	Passed House 40-18, referred to Senate Finance.	2/18 - Informational purposes only, no action taken.
HB 2088	schools; assessments; surveys; informed consent	<i>Finchem</i>	Requires written informed consent from a parent prior to the administration of surveys that investigate the attitudes, behaviors, beliefs, experiences, opinions or thoughts of a pupil or group of pupils. Could impact ability of ACJC to collect data for the Arizona Youth Survey, which is used by counties to apply for federal grants.	Passed House 34-24, passed Senate Education 5-2, awaiting Rules.	3/11 - Informational purposes only, LPC asked to have the bill put to full BOD.
HB 2107	substance abuse recovery homes	<i>Campbell</i>	Municipalities and counties are authorized to adopt by ordinance health and safety standards and enforcement mechanisms for "structured sober living homes" (defined), which must include a list of specified provisions, including mandatory registration, supervision requirements, and qualifications of the house manager.	Passed House 49-9, Passed Senate Government 5-2, Assigned to Health and Human Services.	1/15 - Informational purposes, no action was taken.
HB 2130	municipalities; counties; energy use reporting	<i>Petersen</i>	Counties and municipalities are no longer prohibited from requiring an owner, operator or tenant of a business, commercial building or multifamily housing property to measure and report energy usage and consumption, including energy consumption benchmarking and building facility energy efficiency audits.	Passed House 35-24; Passed Senate 18-11, House Final Reading 3.14.2016	2/5 - Informational purposes, no action was taken.
HB 2131	municipalities; counties; auxiliary containers; prohibitions	<i>Petersen</i>	Repeals and reinserts statute relating to the prohibition on cities, towns and counties from regulating auxiliary containers.	Passed House 35-24; Passed Senate 18-11, House Final Reading 3.14.2016	2/5 - Informational purposes, no action was taken.
HB 2133	TPT exemption; aerial applicators	<i>Shope</i>	The list of deductions from the tax base for the retail classification of transaction privilege taxes and use taxes is expanded to include the gross proceeds of sales or gross income derived from sales of "agricultural aircraft," defined as an aircraft built for agricultural use for the aerial application of pesticides or fertilizer or for aerial seeding, retroactive to taxable periods beginning April 18, 1985.	Passed House 48-12, Passed Senate Finance 4-1, Passed Senate Appropriations 6-2, awaiting Rules.	2/12 - Informational purposes, no action was taken.
HB 2156	legislative vacancies; appointments	<i>Friese</i>	The county board of supervisors is required to appoint a person to fill a legislative vacancy within five business days after receiving the list of names submitted by the precinct committeemen.	Passed House 60-0, Passed Senate Government 7-0, awaiting Rules.	2/12 - Information only, discussion on 5-day time frame already applies to legislative districts w/fewer than 30 elected PCs, no action taken.
HB 2157	ASRS; political subdivision entities	<i>Ugenti-Rita</i>	Employees of "political subdivision entities" who are hired on or after the effective date of this legislation are excluded from membership in the Arizona State Retirement System.	Passed House COW; awaiting 3rd Reading	1/29 - LPC moved to oppose bill.

Bill Number	Short Title	Prime Sponsor	Summary	Status	LPC Comments & Position
HB 2163	S/E: governor's statutory review committee	<i>Thorpe</i>	Establishes the Governor's Statutory Review Committee	Passed House 35-22, ready for Senate action.	3/4 - LPC discussed that CSA is looking to include county representation on this committee. No action taken, staff will continue to monitor.
HB 2185	property tax; hotels and motels	<i>Mitchell</i>	Real and personal property and improvements that are used primarily for operating a hotel, motel, campground or similar lodging facility for transient occupancy of guests who rent lodging space on a temporary basis for fewer than 30 consecutive days is classified as class 6 property for property tax purposes.	Referred to House Ways & Means	1/21 - No discussion., 1/29 LPC moved to oppose bill due to its impact on the county and county taxpayers
HB 2191	S/E employee scheduling; preemption	<i>Finchem</i>	Restricts a city, town or county (municipality) from adopting any kind of regulation that requires an adjustment to an employee's schedule.	Passed Senate Commerce and Workforce Development 5-1; awaiting Rules	2/26 - Informational purposes, no action was taken.
HB 2198	fire districts; vacancies; board operations	<i>Coleman</i>	If a vacancy occurs on a fire district board, a quorum of the remaining board members is required in order to fill the vacancy by appointment of an interim member. If the board lacks sufficient members to constitute a quorum, the board of supervisors is required to appoint an administrator to administer the district and serve until the board members take office after the next general election or until a special election is called to fill vacancies on the board.	Passed Senate Government 7-0; awaiting Rules.	2/5 - Members discussed concerns regarding appointing a single person, no action was taken.
HB 2267	prime contracting classification; repeal	<i>Cobb</i>	Eliminates the prime contracting transaction privilege tax classification and replaces it with the manufactured building dealer classification for selling manufactured buildings. Eliminates many of the deductions from the tax base.	Referred to House Ways & Means	1/21, 1/29, 2/5 - Informational purposes, no action was taken. 2/12 - Informational purposes, will bring back to BOS meeting next week. 2/18 - Staff discussed though bill is dead, issue keeps arising, no action taken.
HB 2287	presiding constable; selection; duties	<i>Bowers</i>	In each county in which there are four or more constables, the constables shall select by majority vote one constable to serve as the presiding constable. Establishes duties of the presiding constable, which include serving as the liaison between the constables and the county manager, assigning and managing clerical staff for constables, and assigning deputy constables.	Passed House 51-7, Senate Public Safety Military and Technology 3.16.2016, also referred to Senate Government	1/29 - Informational purposes; no action was taken; however, there are concerns regarding potential costs. 2/18 - Informational purposes, no action taken.
HB 2288	constables; duties; training; discipline	<i>Bowers</i>	Various changes to statutes relating to constables. The Constable Ethics Standards and Training Board is authorized to suspend a constable from performing his/her duties, with or without pay. If the Board determines that a constable has committed a criminal act, the Board must refer the investigation to the county attorney's office. A constable may seek judicial review of a final order suspending the constable in the superior court.	Passed House 60-0, referred to Senate Public Safety Military and Technology.	1/29 - Informational purposes; no action was taken; concerns on an expansion of power. 2/18 - Staff discussed Rep. Bowers proposal to create county constable ethics, standards and training board. Members talked pros/cons. CSA staff will continue work w/sponsor & legislators. 3/4 - CSA staff will continue work w/sponsor & legislators.
HB 2326	agricultural feed; sales; tax exemption	<i>Pratt</i>	Exempts, from transaction privilege tax (TPT), under the retail classification, use and municipal tax, the sale of livestock and poultry feed and other additives to entities feeding their own livestock or boarding livestock non-commercially.	Passed Senate Finance 4-1; awaiting Rules	2/12 - Informational purposes, no action was taken.

Bill Number	Short Title	Prime Sponsor	Summary	Status	LPC Comments
HB 2339	constables; duties; training; discipline	<i>Mitchell</i>	Repeals statute establishing the powers and duties of constables and the Constable Ethics Standards and Training Board. References to constables throughout statute are deleted and in some cases replaced with the county sheriff. All unexpended and unencumbered monies remaining in the Board Fund are transferred to the general fund on the effective date of this legislation.	Referred to House Military Affairs & Public Safety	1/29 - Informational purposes; however, members expressed support for the idea of local control and allowing counties to determine how to utilize the services provided by constables; CSA will monitor issue for now
HB 2350	occupational disease; post-traumatic stress disorder	<i>Finchem</i>	For the purposes of workers' compensation regulations, the definition of "personal injury by accident arising out of and in the course of employment" is expanded to include "post-traumatic stress disorder" (defined) that is due to causes and conditions characteristic of and peculiar to a particular trade, occupation, process or employment.	Passed House 59-0, ready for Senate.	1/21 - Concerns raised regarding the broad definition of PTSD. CSA will work w/ACIP. 2/26 - LPC took a position of opposition. 3/11 - LPC moved to approve proposed compromise language from ACIP and ASIA.
HB 2367/ SB 1402	class six property; higher education	<i>Thorpe/ Yarbrough</i>	The list of property classified as class six for property tax purposes is expanded to include real and personal property and improvements that are used as an institution of higher education that offers baccalaureate and/or postbaccalaureate degree programs and that is accredited by a regional or national accreditation agency.	Referred to House Ways & Means/ Passed House Government & Higher Education 4-3	1/21 - No discussion. 1/29 - Members expressed concerns over the impact on counties and taxpayers; more information requested. 2/12 - LPC took a position of opposition on SB 1402 as HB 2367 is no longer moving.
HB 2369	forfeiture; criminal conviction; procedures; remedies	<i>Thorpe</i>	Makes changes to laws relating to forfeiture proceedings, including establishing a list of property that the court is authorized to order a person, who has been convicted of a criminal offense, to forfeit. The Arizona Criminal Justice Commission is required to establish and maintain a searchable public website. Establishes a list of prohibited uses of monies in the Anti-Racketeering Revolving Fund and each county's Anti-Racketeering Revolving Fund. A county board of supervisors is required to appoint an independent review board is required to review the sources and expenditures of all monies in these Funds.	Referred to House Judiciary	1/29 - Informational purposes; no action was taken
HB 2398	S/E: fireworks; definition	<i>Kern</i>	Adds mine and shell devices, firecrackers and multiple tube mine and shell devices to the definition of permissible consumer fireworks.	Passed House 31-27, Senate Government 3.16.2016.	3/4 - Informational purposes, discussion regarding potential negative impacts to forests. Staff will monitor and bring back next week for position. 3/11 - Members discussed concerns with danger of fireworks, LPC took position of opposition.
HB 2402	bonds; disclosure; notice	<i>Leach</i>	Specifies information that must be included in county and municipal bond election pamphlets and ballots.	Passed Senate Government 4-2; passed Senate Rules; awaiting floor action.	2/12 - Information only, circulated to managers, no action taken. 2/26 - LPC took a position of opposition. 3/4 - Continuing to oppose, as potential amendment to fix issues was not attached to bill.
HB 2403	tax lien deeds; aggregate fees	<i>Leach</i>	The maximum aggregate fee the county treasurer may require to execute and deliver a deed for any judgment foreclosing the right to redeem ten or more individual parcels is \$500. Applies to any judgment entered before the effective date of this legislation for which a treasurer's deed has not been applied or issued.	Passed House 31-28, Senate Finance 3.16.2016.	1/21 - No discussion. 2/5 - Members discussed concerns, including the \$500 figure being too low, possible replacement with allowing counties to adjust fees when necessary, LPC authorized CSA staff to participate with Rep. Leach & Rep. Thorpe in stakeholder process.
HB 2439	property tax valuation	<i>Petersen</i>	For property tax purposes, the definition of "assessed valuation" is modified to mean the value derived by applying the applicable percentage to the limited property value of the property, instead of to the full cash value or limited property value, as applicable.	Passed House Ways & Means amended 6-3, awaiting Rules.	2/12 - Information shared, AACo opposed bill, LPC took a position of opposition.

Bill Number	Short Title	Prime Sponsor	Summary	Status	LPC Comments & Position
HB 2474	county floodplain regulations; mobile homes	Ackerley	Seeks to alter county flood control district board regulations for mobile homes installed to replace homes located in a floodplain, since August 3, 1984, in a town with fewer than 5,000 persons in a county with a population of fewer than 50,000 persons. It decreases the elevation requirement from regulatory flood to base flood elevation. Allows the governing body of a city or town, by majority vote, to exempt the town from this statute.	Passed House 57-0; Senate Government 3.16.2016	1/21 - No discussion.
HB 2481	schools; primary proerty tax rates	Olson	Requires school districts to levy the lesser of the QTR or the district support level and eliminates the four percent budget balance carryforward cap.	Passed Senate Education 6-0 and passed Senate Finance 4-1; awaiting Rules	2/12 - Information only, discussion on floor amendment requireing county school superintendent and county BOS to approve levy, no action taken.
HB 2483	municipal population estimates; use	Olson	An emergency measure that allows counties and municipalities to submit an updated population estimate after a federal decennial census (census) for certain revenue distributions.	Passed House Appropriations 59-0; Senate Appropriations 3.15.2016.	2/5 - Informational purposes, no action was taken.
HB 2495	sporting event tax revenue; tourism	Livingston	The State Treasurer is required to pay from the transaction privilege tax distribution base a specified amount to the Office of Tourism for the sole benefit of the "host facility" of a "special sporting event" where the cost of the event is at least \$50 million. Amount to be paid is \$1 million to \$2 million, based on the total amount spent by the owner of the host facility on the special sporting event. Office is required to use the monies for the promotion and marketing of the special sporting event and its host facility.	Passed House 35-25, Passed Senate Transportation 6-0, passed Senate Appropriations 5-3, awaiting Rules.	2/5 - Informational purposes, no action was taken. 3/11 - Informational purposes only, no action was taken.
HB 2497	local governments; permits; equipment	Mitchell	Requires a political subdivision to allow specified persons to install, operate and maintain microcell equipment in the public highways within the municipality's boundaries and prohibits recurring fees, tax, rent or other charges from the services provided from microcell or Wi-Fi radio equipment.	Passed House 37-22, referred to Senate Government.	3/4 - Informational purposes, discussion regarding what other enterprises are given this leyway, amendment language expected. CSA will monitor.
HB 2517	business professionals; regulation restrictions	Petersen	Creates the Right to Earn a Living Act that requires municipalities, counties and agencies to limit entry regulations (regulations) and public service restrictions(restrictions) that apply to businesses and professions as necessary to ensure the public health, safety and welfare.	Passed House 33-24, Senate Government 3.16.2016.	2/5 - Informational purposes, no action was taken. 2/12 - LPC took a position of opposition.
HB 2526	animal control; mandatory impound periods	Rivero	The minimum time period that a stray dog or cat impounded and not eligible for a sterilization program must be kept and maintained at the county pound is reduced to 48 hours, from 72 hours, except for an animal that is healthy, and animal that is sick or injured and treatable, and a dog that is surrendered by its owner. No change to minimum time period of 120 hours for an animal that is impounded with a microchip or discernible ID.	Passed House Rural and Economic Development amended 8-0, awaiting Rules.	2/26 - Informational purposes, no action was taken. Awaiting amendment language.
HB 2533	charter aircraft; tax exemption	Shope	Exempts specified sales of aircraft and aircraft equipment from Transaction Privilege Tax (TPT) and use tax.	Passed Senate Finance 4-1 amended; awaiting Rules	2/12 - Informational purposes, no action was taken.
HB 2536	fine art; TPT exemption	Ugenti-Rita	The list of exemptions from the retail classification of transaction privilege tax is expanded to include sales of "work of fine art" at an art auction or gallery in Arizona to nonresidents if the vendor ships or delivers the work of fine art to a destination out of state. Retroactive to January 1, 2016.	Passed House 42-17, Senate Finance 3.16.2016.	2/26 - LPC took a position of opposition.

Bill Number	Short Title	Prime Sponsor	Summary	Status	LPC Comments & Position
HB 2568	community facilities districts; formation; governance	<i>Gowan</i>	Modifies the procedures to form a community facilities district and the membership of the district board.	Passed House 60-0, Senate Government 3.16.2016.	2/18 - Members discussed concerns regarding local control, BOD took position of opposition. 3/11 - Informational purposes, staff updated LPC regarding status of issue and potential amendments.
HB 2570	local government bonds; ballot statement	<i>J. Allen</i>	At an election for school district, municipal, county or special taxing district bonds, the ballot must include a statement that the issuance of the bonds will result in a property tax increase to pay debt service on the bonds, and that the increased tax will cost a specified amount annually for a home valued at the median full cash value of residential property in the appropriate jurisdiction.	Passed Senate Government 4-3; awaiting Rules	2/5 - Informational purposes, no action was taken. 2/26 - LPC took a position of opposition.
HB 2583	open meetings; audio visual recordings	<i>Stevens</i>	All public bodies are required to provide for a complete audiovisual recording of all their meetings, including executive sessions, and are required to post the audiovisual recording of a meeting on its website within 24 hours after the meeting.	Failed House 23-36; Failed House on reconsideration 28-31.	2/26 - Informational purposes, but no action taken as the bill died on the floor.
HB 2597	delinquent property tax; interest; reduction	<i>Olson</i>	The interest rate on delinquent property taxes is decreased to 10 percent per year simple, from 16 percent per year simple.	Passed House 55-4, referred to Senate Finance	2/18 - CSA staff shared concerns, BOD took position of opposition.
HB 2602	fireworks; permitted uses; regulation	<i>Borrelli</i>	The list of transactions that are not prohibited by fireworks regulations is expanded to include the sale of full-line consumer fireworks to out-of-state residents and in-state residents who sign a document indicating that they will remove the fireworks from Arizona within 48 hours after the purchase. The use of full-line consumer fireworks is prohibited in Arizona without a permit issued by a local jurisdiction.	Failed House Military Affairs & Public Safety 2-5.	2/18 - No discussion, bill failed.
HB 2612	rental properties; prohibited penalties	<i>Plumlee</i>	The bill would prohibit counties and municipalities from adopting or enforcing any ordinance that penalizes tenants or landlords based on a list of specified circumstances relating to domestic violence or sexual violence. Condo associations and HOAs are prohibited from imposing on a unit owner or member a requirement to terminate or not renew a lease agreement based on specified circumstances relating to domestic/sexual violence.	Passed House 34-23, ready for Senate.	2/26 - Informational purposes only, no action taken.
HB 2613	regulatory boards; licensing revision	<i>Petersen</i>	Eliminates several occupational licenses and the related statutes. Requires a cost benefit analysis and feasibility report concerning the transfer of all nonhealth regulatory boards to a new division within the Arizona Department of Administration (ADOA).	Passed House 31-20, Senate Commerce and Workforce Development 3.14.2016	2/26 - CSA staff shared concerns, LPC took a position of opposition.
HB 2618	medical marijuana dispensaries; location change	<i>Leach</i>	Permits a nonprofit medical marijuana dispensary (dispensary) to change locations if the new location is within the same community health analysis area (CHAA).	Passed House COW, awaiting 3rd Read.	2/18 - Informational purposes only, no action taken. 2/26 - CSA staff shared feedback from counties, LPC took a position of support.
HB 2651	floodplain regulation; aggregate extraction	<i>Ugenti-Rita</i>	County flood control districts are prohibited from adopting or enforcing a regulation that restricts or limits the extraction of aggregate for the sole reason that the extraction may cause erosion to or aggravate existing flood-related erosion on property that is adjacent to or near the property on which the extraction is occurring.	Held in House Appropriations.	2/12 - Information only, no action taken. 2/26 - CSA staff shared concerns, LPC took a position of opposition.

Bill Number	Short Title	Prime Sponsor	Summary	Status	LPC Comments & Position
HB 2669	TPT exemptions; health sciences institutions	<i>Livingston</i>	The list of exemptions from the utilities classification of transaction privilege taxes is expanded to include the gross proceeds of sales or gross income derived from sales to a qualifying health sciences educational institution. The list of deductions from the tax base for the restaurant classification of transaction privilege taxes is expanded to include sales to a qualifying health sciences educational institution.	Passed House 36-23, referred to Senate Finance.	2/26 - CSA staff shared concerns, LPC took a position of opposition.
HB 2683	elderly assistance fund; county funding	<i>Olson</i>	Provides a funding mechanism for the Elderly Assistance Fund (Fund) for each Fiscal Year (FY). Requires the board of supervisors to restore monies transferred from the Fund that were not used for the Elderly Assistance Program (Program) if the Fund balance will be exhausted in any FY.	Passed House 31-28, Senate Finance 3.16.2016.	3/4 - LPC took a position to oppose, due to the resulting cost shift.
HCR 2031	personal property tax; exemption	<i>Mesnard</i>	The 2016 general election ballot is to carry the question of whether to amend the state Constitution to prohibit the Legislature from levying a tax on the first \$2.4 million of full cash value of personal property that is initially acquired during or after tax year 2016 and that is used for agricultural purposes or in trade or business. The Legislature is permitted to provide by law for increasing \$2.4 million exempt amount.	Passed Senate Finance 5-0; awaiting Rules	2/12 - LPC took a position of opposition.
SB 1004	garden produce; regulatory exemption	<i>Farnsworth</i>	The list of food that must be exempt from Arizona Department of Health rules is expanded to include: whole fruit or vegetable grown in a home garden, public school garden, food establishment garden or community garden; a whole fruit or vegetable offered for commercial or noncommercial purposes at a farmers' market; and commercially prepackaged food that is offered at a public or private school facility.	Passed Senate 20-9, referred to House Agriculture Water & Lands.	1/15 - Informational purposes, no action was taken.
SB 1047	county attorney; powers and duties	<i>Kavanagh</i>	The county attorney is permitted to provide civil legal services to another county or other political subdivision or an officer, employee or agency of a political subdivision at the request of that county's or political subdivision's elected or appointed general counsel.	Passed Senate 29-0; passed House 57-0; ready for Governor.	1/15 - LPC took a position to monitor. CSA Staff will present additional information at future LPC. 1/29 - LPC moved to support the bill
SB 1050	food producers; prohibited ordinances	<i>Farnsworth</i>	Producers of food products in residential and community gardens cannot be denied or restricted the right to sell and dispose of their products except as already provided in statute for owners, proprietors and tenants of agricultural lands, orchards, farms and gardens.	Referred to Senate Government	1/15 - Informational purposes, no action was taken.
SB 1102	guardians; duties; access to ward	<i>Barto</i>	A guardian is required to make good faith efforts to maintain the ward's historical relationships as evidenced by past patterns and practices and ensure that the ward has reasonable access to family and friends. A guardian is required to notify specified family members of an adult ward if the ward is admitted to a hospital for more than 3 days or if the ward dies.	Passed Senate 29-0, House Children and Family Affairs 3.14.2016.	2/5 - Informational purposes, no action was taken. 2/26 - Informational purposes, no action was taken.
SB 1189	department of forestry	<i>Griffin</i>	Establishes the Arizona Department of Forestry and Fire Management to provide resources for land management and the prevention and suppression of wildland fires on state land and private property located outside of municipalities. The State Forester is responsible for the direction, operation and control of the Dept, and the powers and duties of the State Forester are expanded to reflect those responsibilities. The Dept terminates on July 1, 2024.	Passed Senate 30-0; Passed House Agriculture Water and Lands 7-0, passed Rules and caucus; awaiting floor action.	1/29 - Informational purposes; no action was taken; CSA will send background information on creation of new department to members.
SB 1244	fire districts; wildland fires; budget	<i>Allen</i>	Modifies statute relating to Fire District Assistance Tax (FDAT) and wildland fire reimbursement claims.	Passed Senate 28-0, House Military Affairs & Public Safety 3.17.2016.	3/11 - Information shared by staff, LPC took a position of support.

Bill Number	Short Title	Prime Sponsor	Summary	Status	LPC Comments & Position
SB 1257	misconduct involving weapons; public places	<i>Kavanagh</i>	A person who possesses a valid concealed weapons permit is exempt from the prohibition on carrying a concealed weapon in a public establishment other than a vehicle or craft or at a public event. Some exceptions, including for public establishments or events that are a "secured facility" (defined), that are the licensed premises of a liquor licensee, or that are an educational institution.	Passed Senate 18-12, referred to House Judiciary.	1/29 - Informational purposes; no action taken. 2/5 - Staff shared county feedback, no action taken. 2/12 - Additional county information shared, will bring to full board. 2/18 - Concerns discussed regarding local control and potential costs, BOD took position to oppose.
SB 1263	county seal; use violation	<i>McGuire</i>	The county board of supervisors is no longer required to issue a cease and desist order to any person who is in violation of regulations on the use of the county seal. A person who knowingly violates these regulations, instead of a person who fails to comply with the cease and desist order, is guilty of a class 3 (lowest) misdemeanor.	Passed Senate 25-5; House County and Municipal Affairs 3.14.2016.	2/5 - Informational purposes, no action was taken. 3/4 - LPC took a position of support.
SB 1268	adequate water supply requirements; municipalities	<i>Griffin</i>	ADWR is no longer required to give written notice of county adequate water supply ordinances to the mayors of all municipalities in the county, and municipalities that receive the notice are no longer required to comply with specified adequate water supply requirements. Applies to any municipality that received a notice from the Dept before the effective date of this act that the county in which the municipality is located enacted an adequate water supply ordinance affecting the municipality, and those municipalities are no longer bound by that county's adequate water supply ordinance.	Passed House Agriculture Water and Lands 5-3; awaiting Rules.	1/29 - Informational purposes; no action was taken
SB 1282	public records; unduly burdensome requests	<i>Kavanagh</i>	It is a defense to any action under public records law that the request for access to public records is unduly burdensome or harassing.	Passed House Government & Higher Education 6-2; awaiting Rules.	2/5 - Members discussed perspectives on burdensome or harassing public records requests. LPC took a position of support.
SB 1291	TPT; utilities; manufacturing; smelting	<i>Lesko</i>	The exemption from the utilities classification of transaction privilege taxes for gross proceeds of sales or gross income derived from sales of electricity or natural gas to a business that is principally engaged in manufacturing or smelting operations is modified to remove the requirement for the business to use at least 51 percent of the electricity or natural gas in the manufacturing or smelting operations, to require at least 51 percent of the gross income of the business to be derived from the sale of products produced by the business.	Passed Senate 20-8, House Ways and Means 3.14.2016.	2/5 - Informational purposes, no action was taken. 2/12 - LPC took a position of opposition.
SB 1306	county development fees	<i>Griffin</i>	Numerous changes relating to county development fees. A county is required to calculate the development fee based on an adopted infrastructure improvements plan, and requirements for the plan are specified, including procedures for plan adoption. County development fees cannot exceed a proportionate share of the cost of "necessary public services" (defined) and must be based on the same level of service provided to existing development in the "service area" (defined). Establishes a list of prohibited uses for development fees.	Passed Senate 20-9; House Commerce 3.16.2016.	2/5 - Informational purposes, no action was taken.
SB 1310	TPT exemption; billboard rentals	<i>Griffin</i>	The list of exemptions from the personal property rental classification of transaction privilege taxes is expanded to include leasing or renting billboards that are designed, intended or used to advertise or inform and that are visible from any street, road or other highway.	Passed House Ways & Means 7-0; awaiting Rules.	2/26 - CSA staff shared concerns, LPC took a position of opposition.

Bill Number	Short Title	Prime Sponsor	Summary	Status	LPC Comments & Position
SB 1346	home-based bussinesses; detached buildings; storage	<i>Farnsworth</i>	The list of actions that a county ordinance cannot restrict or otherwise regulate the owner of a "home-based business" that holds a valid "license" (both defined) from taking is expanded to include maintaining operating hours from 8AM to 6PM, constructing and using a detached building or providing up to 5,000 square feet of outside storage on the private lot or parcel of land that is at least 1/2 acre if other specified conditions apply, and operating a wedding venue or wedding chapel within a residential zoning district if a list of specified conditions applies.	Referred to Senate Government	2/12 - Information purposes, bill is no longer moving, no action was taken.
SB 1347	county dust control; residential property	<i>Farnsworth</i>	For any dust control permit for occupied residential property, the control officer is prohibited from charging more than \$50 per acre per year.	Passed Senate 18-11, held House Agriculture Water and Lands.	2/5 - Informational purposes, no action was taken. 2/12 - LPC took a position of opposition.
SB 1350	online lodging marketplaces; taxation	<i>Lesko</i>	Beginning January 1, 2017, establishes the administration for online homesharing transactions; preempts local governments for banning short term rentals.	Passed Senate 27-1, House Ways & Means 3.14.2016	3/11 - Inforamtional purposes, members expressed concerns regarding the preemption provisions of the bill, will be brought to BOD next week.
SB 1377	sentence enhancementments; unlawful presence; release	<i>Smith</i>	Requires courts to sentence persons convicted of a misdemeanor or felony to the maximum term of imprisonment or full presumptive sentence if it is determined that a U.S. immigration offense was an aggravating factor and makes such persons ineligible for probation, suspension of sentence, community supervision, commutation or release on any basis until the sentence imposed is served.	Passed Senate 19-11, House Military Affairs& Public Safety 3.17.2016, Assigned Judiciary.	3/11 - Members indicated concerns with potential financial impact, LPC took a position of opposition.
SB 1386	rural and tribal infrastructure; development	<i>Begay</i>	Establishes the Rural Arizona and Tribal Infrastructure Authority to administer and coordinate the rural Arizona and Tribal infrastructure capital improvement plan established by this legislation. Establishes an 11-member Board of Directors of the Authority and specifies Authority powers and duties. Establishes the Rural Arizona and Tribal Infrastructure Revolving Fund and specifies authorized uses for monies in the Fund.	Referred to Senate Government.	2/12 - Informational purposes, no action was taken.
SB 1398	fuel taxes; streets & highways	<i>Griffin</i>	Specifies HURF monies generated from motor vehicle fuel taxes and use fuel taxes are only for road, street and highway purposes. Requires counties to publish an annual financial report containing expenditures of HURF Fund monies.	Passed Senate 29-1; House Agriculture Water & Lands 3.17.2016.	3/4 - LPC took a position to oppose, bill will not stop state from sweeping HURF funds.
SB 1412	incompetent; nonrestorable defendants; involuntary commitment	<i>Driggs</i>	Various changes related to defendants who are incompetent to stand trial.	Passed Senate 30-0, ready for House.	2/5 - Informational purposes, no action was taken. 2/12 - Has been distributed, awaiting feedback. 3/4 - LPC took a position of oposition, LPC requested financial obligation be put on the state, removing any county financial burden.

Bill Number	Short Title	Prime Sponsor	Summary	Status	LPC Comments & Position
SB 1419	inmate medical services; rate structure	<i>Griffin</i>	Statute establishing reimbursement rates for health care services provided to an inmate in a county jail that the county jail cannot provide applies in counties with a population of more than 250,000 (Maricopa, Pima and Pinal), instead of in all counties.	Passed Senate Government 4-2, Held Senate Appropriations.	2/5 - Members discussed that bill would undo legislation passed in 2015 to reduce county costs. LPC took a position of opposition.
SB 1431	property tax; disabled veterans' residences	<i>Griffin</i>	Real and personal property and improvements to the property that are used as the primary residence of a qualifying veteran with a disability that is owned by the veteran and/or the veteran's spouse is classified as class nine property for property tax purposes. Requirements for the property to be classified as class nine under this qualification are specified.	Referred to Senate Finance Committee	2/5, 2/12 - Informational purposes, no action was taken.
SB 1487	state law; local violations; penalties	<i>Biggs</i>	Requires the Arizona Attorney General to investigate alleged violations of state statute or the Arizona Constitution by a county, city or town. Prescribes penalties for violations that withhold the Local Jurisdiction's state shared revenues.	Passed Senate 17-12, passed House Commerce 5-3, awaiting Rules.	3/11 - Members indicated concerns with unintended consequences of implementation, LPC took a position of opposition.
SB 1505	natural gas delivery; tax exemption	<i>Worsley</i>	Exempts gas transportation services from transaction privilege tax (TPT) under the utilities classification and use tax and requires municipalities to either tax or exempt gas transportation services.	Passed Senate 22-8, ready for House.	2/5 - Informational purposes, no action was taken. 2/12 - LPC took a position of opposition.
SB 1523	truth in taxation	<i>Smith</i>	Directs a political subdivision governing body to approve any proposed tax levy increase of 15% or more, excluding increases due to new construction, by a roll call vote.	Passed Senate 17-11, House Ways & Means 3.14.2016.	2/18 - Informational purposes only, no action taken. 3/4 - Informational purposes, no action was taken, staff will monitor.
SB 1524	regulatory actions; limitation	<i>Smith</i>	Limits the ability of a city, town, county or state agency to adopt regulations that affect individuals or businesses unless specifically authorized.	Passed Senate 23-7, passed House Commerce 5-3 amended, awaiting Rules.	3/11 - Informational purposes only.

Bill Number	Short Title	Prime Sponsor	Summary	Status	LPC Comments & Position
AACo Bills					
HB 2125	district boundary modification; parcel lines (Shope)	<i>Shope</i>	Allows the county assessor to narrowly modify special taxing jurisdiction boundaries on request of the property owner and upon approval of the governing board.	Passed Senate Finance 5-0; awaiting Rules	1/29 - Informational purposes; no action was taken. 2/5 -LPC took a position of support.
HB 2127/ SB 1157	small property tax balance delinquency	<i>Mesnard/ Borges</i>	If the total amount of property taxes is \$100 or less, the entire amount that is unpaid become delinquent after December 31 at 5:00 PM, instead of after November 1 at 5:00 PM.	Passed House 56-0; Senate Finance 3.16.2016/Passed Senate 30-0; referred to House Ways & Means	1/29 - Informational purposes; no action was taken. 2/5 -LPC took a position of support.
HB 2183	inmate body scan; contraband	Shope	Permits the Department of Corrections (ADC) or a county jail to perform a low-dose ionizing radiation body scan of an inmate to prevent contraband from entering into a correctional facility. An order from a licensed practitioner is not required.	Passed Senate Public Safety Military & Technology amended 6-0; awaiting floor action	2/12 - LPC took a position of support.
HB 2234	schools; audits;county school superintendent	<i>Boyer</i>	The independent certified public accountant that conducts statutorily required school district financial and compliance audits is required to send a copy of the applicable audit reports to the county school superintendent of the county where the school district is located.	Passed Senate Education 6-0, awaiting floor action	1/29 - Informational purposes; no action was taken. 2/5 -LPC took a position of support.
HB 2451	release of prisoners; detainees; repeal	Mitchell	Repeals the law allowing the Director of the Arizona Department of Corrections (ADC) to release prisoners to United States Immigration and Customs Enforcement (ICE) custody.	Passed Senate Public Safety Military and Technology 4-2; awaiting floor action.	2/12 - Informational purposes, additional discussion needed, will bring to BOS next week, no action taken. 2/18 - Information only to clarify no negative financial impact to counties, no action taken.
SB 1348	county treasurer; warrants; electronic transfer	Borges	Incorporates electronic versions of fund transfers and notices to the warrant payment process by a county treasurer.	Passed House County and Municipal Affairs 7-0; awaiting Rules	2/12 - LPC took a position of support.
SB 1360/ HB 2534	countywide vote by mail/ county elections; vote by mail	Worsley/ Shope	Permits counties to conduct countywide elections utilizing mail ballots.	Referred to Senate Government./ No action.	2/12 - Informational purposes, no action was taken.
SB 1511	county elected office salary increase	<i>Driggs</i>	The annual salaries of county elected officials are increased each year from 2017 through 2020. The annual salaries of clerks of the superior court are increased each year from 2019 through 2022.	Failed in Senate Government 2-5	2/12 - Informational purposes, the bill is no longer moving.

CSA Legislative Agenda

Bill Number	Short Title	Prime Sponsor	Summary	Status	LPC Comments
HB 2020	electronic notice; hearings; ordinances	Stevens	Allow counties to modernize posting requirements for publishing adopted planning and zoning items. In lieu of posting the full text of a county ordinance in a newspaper of general circulation, a county may post the ordinance's title, as well as a short statement of the ordinance's content, and list where the text of the ordinance is posted on a county website.	Referred to Government & Higher Education	1/15 - Stakeholders raised concerns, CSA staff will seek direction from full board. <u>1/21 - CSA Board voted to table proposal for this year.</u>
HB 2021	codes; adoption by reference; copies	Stevens	Replace the requirement that three paper copies of a county's building codes be kept in the clerk of the board's office for inspection with the stipulation that a county keep three paper copies, or one paper copy and make available an electronic copy of its codes. Currently, municipalities have this authority.	Passed House 56-0; Passed Senate Water and Energy 7-0; passed Rules & Caucus, awaiting Floor action.	1/15, 1/21, 1/29 - No discussion.
HB 2037	county liens; abatements	Borrelli	Amend A.R.S. § 42-18204 to preserve a county's nuisance abatement liens and dangerous property abatement liens from extinguishing on the foreclosure of a property due to non-payment of property taxes from investors or other parties, unless the county board of supervisors votes to waive the lien on the property.	No action posted for bill	1/15, 1/21 - No discussion. 1/29 - Title companies are seeking an amendment to require a specified time period for the board to waive the lien. 2/26 - Bill no longer moving.
HB 2368	county contributions; hospitalization; medical; repeal	Thorpe	Eliminate the county Disproportionate Uncompensated Care (DUC) payments to the state.	Referred to House Appropriations Committee; moving to budget discussion	1/15 - Staff gave an update on the status of the bill. 1/21, 1/29 - No discussion.
HB 2373	regional transportation authority; membership; election	Shope	Amend statute to clarify that membership of a Regional Transportation Authority (RTA) consists of only members and a director from areas and municipalities located within the county establishing the RTA.	Passed House 60-0; passed Senate Transportation 6-0, awaiting Rules.	1/15, 1/21, 1/29 - No discussion.
HB 2430	counties; free library system	Stevens	Allows the board of supervisors (BOS) to use county General Fund monies for a county free library system.	Passed the House 57-0, Passed Senate Government 6-0, awaiting Rules.	2/5- Staff gave update, no discussion.

Bill Number	Short Title	Prime Sponsor	Summary	Status	LPC Comments
HB 2499	truth in taxation; detailed notice	Barton	Add options to the Truth in Taxation (TNT) statutory notice requirements to more completely explain to the citizens any changes in property taxes and to more accurately reflect and describe what effects of any changes to the tax rate and/or Net Assessed Value (NAV) will have on a residential property.	Referred to House Ways & Means	1/15, 1/21, 1/29 - No discussion. 2/26-County moved to table the bill.
HB 2512	pension contributions; expenditure limit exemption	Coleman	Exclude any excess payments local governments make to the Public Safety Personnel Retirement System (PSPRS) from the county expenditure limit under Article IX, § 20 of the Arizona Constitution.	Passed the House 39-18, passed Senate Finance 5-0, awaiting Rules.	1/15 - Language will not be included in Lesko PSPRS legislation due to constitutional concerns. 1/21, 1/29 - No discussion. 3/11 -ATRA objects due to belief that counties have too much capacity under expenditure limits currently.
HB 2541	primitive camp grounds; areas; rules	Finchem	This proposal would allow counties the option of operating campgrounds and parks in primitive and remote areas of the state without providing the currently required infrastructure, including running water, sewage systems, and trash.	Passed House 58-1, Senate Natural Resources Committee 3.14.2016.	1/15, 1/21, 1/29 - No discussion.
HB 2525	counties; annual audits	Thorpe	Grant counties the same authority as cities to have the option of hiring an outside audit firm to complete the county audit and submit it to the Office of the Auditor General (OAG).	Referred to House County & Municipal Affairs	1/15 - Concerns raised about the language, we will continue to work with the county and stakeholders. 1/21 - No discussion. 1/29 Sponsoring county confirmed decision to table proposal.
HB 2564	appropriation; indigent defense fund	Cobb	Allocate \$1.8 million to impacted counties to assist with providing mandated attorney services for indigent defendants in juvenile dependency matters, due to recent increases in costs associated with these cases as a result of the overhaul of the child protective services system in Arizona.	Referred to House Judiciary & House Appropriations.	1/15, 1/21, 1/29 - No discussion.

Bill Number	Short Title	Prime Sponsor	Summary	Status	LPC Comments
SB 1198	public libraries operation; third party contracts	<i>Griffin</i>	Allow counties, without an established library district, to expend general fund monies on library services at established county libraries in unincorporated areas, and to enter into various intergovernmental agreements (IGAs) or contracts to provide library services without the requirement that those IGAs and contracts be with an incorporated city or town.	Passed Senate 30-0; passed House County & Municipal Affairs 8-0; passed Rules & Caucus, awaiting floor action.	1/15, 1/21, 1/29 - No discussion. 2/5 - Discussion of possible striker amendment to another bill to allow counties to expend GF on library services.
SB 1250	intergovernmental public transportation authority; taxation	<i>Shooter</i>	Grant an intergovernmental public transportation authority (IPTA), which has the same boundaries as the county in which it resides, the same authority as a regional transportation authority (RTA) to levy a one-half cent transportation excise tax if approved by the voters. This tax may only be levied under either an IPTA or RTA but not both.	Passed Senate Transportation 7-0-1, assigned Senate Finance.	1/15, 1/21, 1/29 - No discussion.
SB 1308	juvenile charged as adult; detention	<i>Griffin</i>	Clarify that judges have the option to detain pre-trial youth, transferred to adult court, in juvenile detention centers instead of county jails.	Passed Senate 30-0; Assigned to House Judiciary.	1/15, 1/21, 1/29 - No discussion. 3/4 - Discussed concerns shared by House Judiciary chair, working to resolve issue. 3/11 - Bill assigned to House Judiciary committee and expected to receive hearing prior to deadline.
SB 1316	board of trustees; disincorporation; repeal	<i>Kavanagh</i>	Eliminate Title 9, Chapter 2, Article 2, Arizona Revised Statutes, which provides for the disincorporation and reincorporation of a municipality. Provisions of this section have been found unconstitutional.	Passed the Senate 29-0; House Ways & Means amended by bill sponsor with S/E. Issue will be amended on HB 2146 municipalities; property sales threshold; election	1/15, 1/21, 1/29 - No discussion. 3/4 - Bill was used for a striker on an unrelated issue. 3/11 - Content will be added as a floor amendment HB 2146 next week.
TBD	expenditure limit exclusion of RICO funds	<i>TBD</i>	Exclude all Racketeer Influenced and Corrupt Organizations (RICO) expenditures from the county expenditure limit under Article IX §20 of the Arizona Constitution.		1/15, 1/21, 1/29 - No discussion.
TBD	supermajority to levy county excise taxes	<i>TBD</i>	Change the existing general fund one-half cent sales tax authority to allow a five-member board to levy the tax with a super-majority vote, rather than a unanimous vote.		1/29 Sponsoring county confirmed decision to table this proposal.